

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 Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
January 23, 2018
Regular Meeting - 6:00 PM
Closed Session - 5:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council, Successor Agency.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION

1. Conference with Legal Counsel – Potential Litigation

CC On the advice of the City Attorney, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding potential litigation.

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number

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.

City of Oxnard internet address: www.oxnard.org.

of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

H. REVIEW OF INFORMATION/CONSENT AGENDA

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

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

J. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: Appointment of Members to Serve on the Mobile Home Park Rent Review Board Citizen Advisory Group.

RECOMMENDATION: That the City Council appoint Cynthia Daniels, Felipe Flores, and Martin Lee Remmen to the Mobile Home Park Rent Review Board to serve a three year term ending November 30, 2020.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: 385-7805

City Manager Department

2. SUBJECT: Termination of the Emergency Bidding Resolution

RECOMMENDATION: That City Council adopt a resolution terminating the emergency action due to the Thomas Fire throughout Ventura County, making findings therefor, and ordering that the remainder of the emergency action at the City's facilities be completed by bidding.

Legislative Body: CC

Contact: Scott Whitney

Phone: 385-7624

Human Resources Department

3. SUBJECT: Oxnard Police Officers Association Classification and Salary Schedules and Side Letter Agreement.

RECOMMENDATION: That the City Council adopt a resolution approving the attached Classification and Salary Schedules and Side Letter Agreement with the Oxnard Police Officers Association.

Legislative Body: CC

Contact: Steve Naveau

Phone: 385-7947

Public Works Department

4. SUBJECT: Award Contract for Pump Repair and Well Maintenance Project Wells Nos 29 and 34 PW 17-38

RECOMMENDATION: That City Council:

1. Award Agreement to General Pump Company, Inc. in the amount of \$603,600.40 for the Pump Repair and Well Maintenance Project Wells Nos. 29 and 34 PW 17-38 and authorize the Mayor to execute Agreement A-8041 when it is ready for signature; and

2. Approve \$120,721 for contingency and overhead for the Pump Repair and Well Maintenance Project Wells No. 29 and 34 PW 17-38.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

5. SUBJECT: Second Amendment to Agreement No. 7167-15-CM

RECOMMENDATION: That City Council:

1. Authorize the Mayor to execute the Second Amendment to Agreement No. 7167-15-CM with the Ventura Regional Sanitation District to extend the term of the Agreement until June 30, 2018 and to add \$188,771.91 for a cumulative not to exceed compensation amount of \$318,228.91; and

2. Approve the transfer of \$52,000 from the General Fund (101) to the Golf Course Operating Fund (651).

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

K. PUBLIC HEARINGS

Housing Department

1. SUBJECT: Extremely Low & Low-Income Needs Assessment FY 2018-19 Annual AAP & FY 2018-23 Consolidated Plan.

RECOMMENDATION: Open the Public Hearing and Continue the Public Hearing to January 30, 2018.

Legislative Body: CC

Contact: Arturo Casillas

Phone: 385-8094

Development Services Department

2. **SUBJECT:** Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus); and 16-300-06 (Tentative Subdivision Map No. 5995). Property Located at 5489 Saviers Road (APN: 222-0-011-29). Filed by Designated Agent Henry Casillas, 451 West Fifth Street, Oxnard, California, 93030, on Behalf of the Property Owner (The "Applicant").

RECOMMENDATION: Open Public Hearing and Continue the Public Hearing to February 20, 2018.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

L. REPORTSFinance Department

1. **SUBJECT:** Comprehensive Annual Financial Report (15/10/10)

RECOMMENDATION: That City Council:

1. Receive and file the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2017, as recommended by the Fiscal Policy Task Force; and
2. Ratify and approve budgeted payrolls and demands paid by warrants or checks for the fiscal year ended June 30, 2017, as provided in Government Code section 37208.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

Economic Development Department

2. **SUBJECT:** Disposition of Successor Agency Owned Property Located at 720 South B Street (5/15/15)

RECOMMENDATION: That the City Council

1. Adopt a Resolution entitled "A Resolution of the City Council of the City of Oxnard approving, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and the City of Oxnard, as Buyer, with regard to real property located at 720 South B Street"; and
2. Authorize the City Manager (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the City Attorney and City Special Counsel; and
3. Authorize the City Manager (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the City's obligations, responsibilities and duties thereunder; and
4. Authorize a budget appropriation in the amount of \$50,000 for the purchase of 720 South B Street property from General Fund, \$25,000 for repairs to 720 South B Street property, and \$1,122 (\$187.00 per month) for 6 (six) months of Heritage Square Property Owners Association ("HSPOA") assessment for a total budget appropriation of \$76,122 from General Fund.

That the Successor Agency:

1. Adopt a Resolution entitled "A Resolution of the Board of Directors of the Oxnard Community Development Commission Successor Agency, approving, and recommending to

its Oversight Board approval of, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and the City of Oxnard, as Buyer, with regard to real property located at 720 South B Street"; and

2. Authorize the Executive Director (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel; and
3. Authorize the Executive Director (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the Successor Agency's obligations, responsibilities and duties thereunder.
4. Approve option 2 under redevelopment dissolution law whereby net proceeds from the sale of Property be transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities (the City's share of which would be an estimated 19.6% of any sales proceeds).

Legislative Body: CC, SA Contact: Kymberly Horner Phone: 385-7407

3. SUBJECT: Recognized Obligation Payment Schedule 2018-2019 (5/5/10)
RECOMMENDATION: That the Community Development Commission Successor Agency ("Successor Agency") adopt a Resolution approving the Annual Recognized Obligation Payment Schedule ("ROPS") 18-19 covering the period of July 1, 2018 - June 30, 2019.
Legislative Body: SA Contact: Kymberly Horner Phone: 385-7407

City Clerk Department

4. SUBJECT: Resolutions Ordering Recall Election. (5/10/10)
RECOMMENDATION: That the City Council:
 1. Select a date for the special election and adopt a resolution calling and giving notice of a Special Municipal Election for the recall and election of candidates to fill vacancies should the recall prevail; and
 2. Adopt a resolution establishing regulations for Candidate Statements to be printed in the Voter Information Guide.Legislative Body: CC Contact: Michelle Ascencion Phone: 385-7805

Finance Department

5. SUBJECT: Award of a 29 Month Contract for Riverpark Landscape Maintenance (5/10/5)
RECOMMENDATION: That City Council:
 1. Approve and authorize the Mayor to execute Agreement A-8037 with BrightView Landscape Services, Inc. to provide landscape maintenance services to Riverpark CFD #5 in the total amount of \$1,054,005 (Attachment A); and
 2. Approve a 10 percent contingency amount of \$105,400 for Agreement A-8037 for maintenance services with BrightView Landscape Services, Inc.Legislative Body: CC Contact: Jim Throop Phone: 385-7475

M. ADJOURNMENT

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: January 23, 2018

TO: City Council

FROM: Michelle Ascencion
City Clerk

A handwritten signature in cursive script, appearing to read "Michelle Ascencion".

SUBJECT: Appointment of Members to Serve on the Mobile Home Park Rent Review Board
Citizen Advisory Group.

CONTACT: Michelle Ascencion, City Clerk
Michelle.Ascencion@oxnard.org, 385-7805

RECOMMENDATION:

That the City Council appoint Cynthia Daniels, Felipe Flores, and Martin Lee Remmen to the Mobile Home Park Rent Review Board to serve a three year term ending November 30, 2020.

BACKGROUND

Oxnard Municipal Code ("OMC") Chapter 24, Article I, establishes a system of administrative law known as the Mobile Home Park Rent Stabilization System. The System, which is administered by the Housing Department, regulates the amount and frequency of space rent increases in mobile home parks. There are twenty (20) privately-owned mobile home parks in Oxnard, which rent home sites to nearly 2,900 families that own manufactured housing units in those parks. Approximately 6% of all Oxnard residents reside in those manufactured housing units, and they represent collectively nearly 10% of all homeowners in the City. The rent stabilization system is a key factor in preserving the housing affordability of these homeowners.

Section 24-5 and 24-6 of the OMC create a Mobile Home Park Rent Review Board, and define the Powers and Duties of the Board, respectively. The five-member Board was established to serve at the pleasure of the City Council, with a quorum of three being a sufficient number of members to conduct business. The members may not be connected with the real estate or rental housing industry for their personal financial gain, nor may they be residents of or have any financial interest in any mobile home or mobile home park.

Mobile Home Park Rent Review Board Appointments

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The Board does not have a set meeting schedule, rather it meets from time-to-time to collect evidence and information to implement the OMC's Mobile Home Parks chapter, initiate investigations, schedule and conduct hearings on appeals, issue written findings and decisions regarding the implementation of this chapter, and adopt, amend and rescind administrative rules to effectuate the purposes and policies of the Mobile Home Parks chapter.

The key function of the Board has been to serve as the City's final administrative decision-making body in the adjudication of (a) space rent disputes between park owners and home owners, and (b) determinations of utility pass-through calculations for park-maintained utility systems. Initial evidentiary hearings on cases are conducted by a professional Hearing Officer, and the Board serves as the appeal body whenever a party files a legal challenge to a decision of the Hearing Officer.

Board members shall be appointed for a term of three years and shall serve no more than two terms. Terms shall expire on November 30 of the applicable years. A member shall continue in office for the term for which he/she was appointed or until his/her successor is appointed.

In recent years, no Hearing Officer decisions have been appealed by either park owners or homeowner associations. The Rent Review Board has thus not had to convene since 2014, and the terms of all of the previous Board members have expired. Currently, however, there are cases involving two parks which are in process before the Hearing Officer, and staff believes that it is likely that one or both decisions may be appealed to the Board. In anticipation of the necessity to conduct appeal hearings, staff recommends that the three applicants for this Citizen Advisory Group be appointed to constitute the Board.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard.

FINANCIAL IMPACT

There is no financial impact from this item.

ATTACHMENTS:

Attachment A: CHAPTER 24_ MOBILE HOME PARKS 24-1

Attachment B: CHAPTER 24_ MOBILE HOME PARKS 24-5,6

Oxnard, California Code of Ordinances

SEC. 24-1. PURPOSE AND INTENT.

(A) In 1982, the city council found that rapidly rising rents had occurred in the mobile home parks in the city due to a shortage of mobile home spaces and the high cost of relocating a mobile home. The city council also found that the mobile home owners who rented spaces for the mobile homes they owned made a substantial investment in the homes and their spaces. For these reasons, the city council adopted Ordinance Nos. 1940 and 1946 in 1982 to protect the mobile home owners in the city from excessive rents and to protect their investment in their homes while at the same time providing for a fair return for park owners. Ordinance Nos. 1940 and 1946 were codified as chapter 24 (this “chapter”) of the code.

(B) This chapter was revised in 1986, 1988, 1990 and 1991.

(C) In January of 1998, the city council established a mobile home rent stabilization ordinance review task force to review the need for mobile home rent stabilization in the city and consider possible amendments to improve the administration of the mobile home park rent stabilization system (“system”) provided by this chapter. The task force consisted of nine members and five alternates. Three members and two alternates were selected by the mobile home owners who rent spaces in mobile home parks in the city, three members and two alternates were selected by the owners of mobile home parks in the city, one member and one alternate were selected by the mobile home park rent review board and two members were appointed by the mayor with the approval of the city council. The task force held 11 meetings to consider proposed changes to this chapter and receive public comment concerning rent stabilization. At its last meeting in September of 1998, the task force adopted a report recommending modifications to various time limits, clarification in the definition of certain terms, streamlining of the hearing and protest procedures and the appeal process and modifications to the formulas for calculating annual space rent increases based on the consumer price index and change of occupancy increases. Twelve of the 14 recommendations made by the task force, received either a unanimous vote or majority vote from the members representing both the mobile home owners and the mobile home park owners.

(D) The city council held hearings to consider the recommendations of the task force and the mobile home park rent review board, and to receive public testimony, testimony from park owners and their representatives, and testimony from mobile home owners who rent spaces for their homes in mobile home parks in the city. The city council also considered the information in various reports provided by staff concerning the administration of this chapter, the circumstances in the mobile home parks in the city, the circumstances of the mobile home owners who rent spaces for their homes in those mobile home parks, the interests of the owners of the mobile home parks in the city and the impact of mobile home rent stabilization on the city.

(E) The city council hereby finds that there continues to be a shortage of mobile home spaces in the city, particularly of spaces that are available to owners of homes already in a park who want to move those homes. In addition, it is expensive to move a mobile home, requires a special moving permit and involves tearing down the home, having it moved by specialized movers and setting the home up at the new location, including complying with new code requirements and upgrading the home as required by the park owner at the new location. There is a risk of damage to the home when a mobile home is moved and exterior improvements, such as porches, patios and carports must often be replaced. These facts make it almost impossible for mobile home owners to move their homes. The term “mobile” home is therefore misleading. These facts give rise to a market imbalance in which excessive rents can be, and often are, charged absent regulation. Further, the homeowners make significant investments in their homes and in improving the spaces they rent. They are often long-term residents of the city who have strong ties to the community and would prefer to remain in their homes in the city. However, if the mobile home owners cannot afford to pay rent increases, they must attempt to sell their homes and move elsewhere. Excessive

rents can severely impair or destroy the ability to sell a mobile home at a price sufficient to recover the investment in the home. Further, excessive rent increases and lost investment fall with particular harshness on the significant segment of the mobile home owners in the city who are seniors on fixed incomes and the segment of mobile home owners in the city who have low to moderate incomes.

(F) Based upon the foregoing findings, the city council hereby finds that it is necessary to continue rent stabilization in the mobile home parks in the city; that the amendments to this article are consistent with the purposes of this chapter and the recommendations of the task force; and that the recommendations will improve the administration of this chapter by clarifying some of its terms and streamlining its procedures.

('64 Code, Sec. 17.1-1) (Ord. No. 2475)

SEC. 24-5. MOBILE HOME PARK RENT REVIEW BOARD.

(A) Board established - There is hereby established a Mobile Home Park Rent Review Board consisting of five members. The board members and alternates shall be appointed by and serve at the pleasure of the city council. A quorum shall consist of three members present and voting.

(B) Alternates - For each regular board member, the city council may appoint an alternate member to serve in the absence of the regular member.

(C) No financial interest -

(1) The five members of the board and their alternates shall be persons who are not connected with the real estate or rental housing industry for their personal financial gain.

(2) Neither board members nor their alternates shall be residents of or have any financial interest in any mobile home or mobile home park. Board members and their alternates shall file a declaration to this effect with the city clerk, under penalty of perjury.

(D) Compensation - The city council may, by resolution, establish compensation for board members and their alternates. Board members and their alternates may also receive reimbursement as provided by the city council for traveling and other expenses incurred while performing official duties.

(E) Term -

(1) Board members shall be appointed for a term of three years and shall serve no more than two terms. In order to stagger the terms, the city council shall appoint members so that no more than two terms expire each year.

(2) A term of less than one year shall not be considered a full term. Terms shall expire on November 30 of the applicable years. A member shall continue in office for the term for which he/she was appointed or until his/her successor is appointed.

('64 Code, Sec. 17.1-5) (Ord. No. 2475)

SEC. 24-6. POWERS AND DUTIES OF THE BOARD.

Within the limitations provided by state law, the board shall have the following powers and duties:

(A) Reasons for meetings - To meet from time-to-time to the discharge the board's duties as set forth in this chapter.

(B) Powers - To collect evidence and information to implement this chapter, initiate investigations, schedule and conduct, hearings or appeals, and issue written findings and decisions regarding the implementation of this chapter.

(C) Annual report - To prepare, at least annually, a comprehensive written report to the city council concerning board activities, decisions, findings, and actions, and all other matters governed by this chapter.

(D) Administrative rules - Within the limitations provided by law or by rules adopted by the city council, and after a public hearing, with due notice to owners and residents and/or their representatives, associations and councils, to adopt, amend and rescind administrative rules to effectuate the purposes and policies of this chapter.

('64 Code, Sec. 17.1-6) (Ord. No. 2475)

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: January 23, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Scott Whitney
Interim City Manager/Police Chief

SUBJECT: Termination of the Emergency Bidding Resolution

CONTACT: Scott Whitney, Interim City Manager/Police Chief
Scott.Whitney@OxnardPD.org, 385-7624

RECOMMENDATION:

That City Council adopt a resolution terminating the emergency action due to the Thomas Fire throughout Ventura County, making findings therefor, and ordering that the remainder of the emergency action at the City's facilities be completed by bidding.

BACKGROUND

On December 4, 2017, the Thomas Fire began and then spread through the County of Ventura. This affected the City because of the inconsistent electrical power, which affected the City's water and wastewater facilities, various intersection traffic lights, and communications between City personnel, County or other governmental personnel and emergency workers. Furthermore, with the fires raging in neighboring communities, including the City of Ventura, which is adjacent to the City of Oxnard, and the strong Santa Ana winds blowing, the fires could have spread within the geographic boundaries of the City at any time.

On December 7th, then-City Manager Greg Nyhoff adopted Resolution No. 15,072, a resolution declaring an emergency due to the Thomas Fire throughout the County, making findings therefor, and ordering that all City facilities be immediately repaired and/or replaced as needed (the "Emergency Bidding Resolution"). In that Resolution, he determined this situation was an emergency within the meaning of Public Contract Code Section 22050 and Oxnard Municipal

Termination of the Emergency Bidding Resolution

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Code Section 4-13 because these conditions may have yielded: potable water contamination if the water plant malfunctioned, which could have spread disease; bypasses and backups of sewage if the wastewater plant malfunctioned, which could likewise have spread disease; traffic accidents if the traffic lights malfunctioned; miscommunication in emergency instructions if the phone and internet servers were down and City personnel, County or other governmental personnel and emergency workers could not communicate; and death and mass destruction from the fires. Mr. Nyhoff determined that these were conditions of disaster or extreme peril to the safety of people and property caused by the fires, air pollution, sudden and severe energy shortages which, by reason of the magnitude, were likely to be beyond the control of the City's services, personnel, equipment and facilities. In passing the Resolution, Mr. Nyhoff determined the emergency would not permit a delay from bidding and that this action was necessary to respond to the emergency.

At the December 12, 2017 City Council meeting, Mr. Nyhoff presented his Emergency Bidding Resolution to the City Council. As Mr. Nyhoff explained at that time, the Resolution allowed: the Wastewater and Water Managers to keep the plants fully functioning through this emergency; the Traffic Engineer and Police Chief to keep the streets safe; the IT Director to ensure full communications between City personnel, County or other governmental personnel and emergency workers; and the Police and Fire Chiefs to fight, divert or contain the fires, protect public safety in the streets and other public areas, alert and usher groups of people in danger from the fires to other areas, and assist particularly vulnerable populations such as children and the elderly. This resolution exempted the City from public bidding for those narrow reasons. Staff was instructed that this was only to be used for purchases and services related to the emergency.

On December 12th and again on the 19th, the City Council reviewed the emergency action and unanimously determined that there was a need to continue the action.

Since Mr. Nyhoff adopted the Resolution, City staff has used it to procure the following:

- The Wastewater Division of the Public Works Department procured two (2) stand-by collections generators for \$141,377.00 collectively, two (2) automatic transfer switches for \$22,990.15 collectively, a contractor to connect the electrical cabling for approximately \$75,000.00, generator rental for approximately \$26,000.00, and biosolids hauling up to \$35,000.00;
- The Water Division of the Public Works Department procured emergency generator communication wiring and alarms and an emergency generator power transfer switch for Blending Station 2, and some labor to install such generators for a total of \$47,850.00; and
- The Traffic Division of the Public Works Department rented equipment, barricades and lights when multiple City traffic signals failed for a total of \$660.00.

The Fire, Police and IT Departments did not make any purchases pursuant to the Resolution.

The Thomas Fire is now contained, the emergency is over, and the action is no longer necessary

Termination of the Emergency Bidding Resolution

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to respond to the emergency. Public Contract Code Section 22050 requires that when the City Council reviews the emergency action, the Council must terminate that action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by bidding.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is no direct fiscal impact of this resolution; however, resuming bidding is intended to provide the City with the lowest prices for procurement.

ATTACHMENTS:

Attachment A - City Manager's Emergency Bidding Resolution No. 15,072

Attachment B - Proposed Terminating Emergency Bidding Resolution

RESOLUTION NO. 15,072

**A RESOLUTION OF THE CITY MANAGER OF THE CITY
OF OXNARD DECLARING AN EMERGENCY DUE TO THE
THOMAS FIRE THROUGHOUT THE COUNTY OF
VENTURA, MAKING FINDINGS THEREFOR, AND
ORDERING THAT ALL CITY FACILITIES BE
IMMEDIATELY REPAIRED AND/OR REPLACED AS
NEEDED**

WHEREAS, pursuant to California Public Contract Code section 22050, in the case of an emergency, a public agency's governing board may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes without giving notice for bids;

WHEREAS, before a governing body takes any such action, it must make a finding, based on substantial evidence, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency;

WHEREAS, the governing body may delegate to the city manager the authority to order any such action;

WHEREAS, Oxnard Municipal Code section 4-13 states that in cases of emergency, the City Council may proceed at once to replace or repair any public facility without adopting plans, specifications or working details, or giving notice for bids to let contracts, but rather allowing the work to be done by day labor, a contractor, or a combination of the two; and

WHEREAS, in Oxnard Municipal Code section 4-13, the City Council delegated to the City Manager the authority to order any such emergent action.

NOW, THEREFORE, based on substantial evidence, the City Manager of the City of Oxnard hereby finds:

1) That the recitals set forth above are true and correct and incorporated in this Resolution as if set forth in full.

2) That the Thomas Fire has spread throughout the County of Ventura ("County"), affecting the City of Oxnard ("City") by having inconsistent power, which affects our water and wastewater facilities (including their backup generators), various intersection traffic lights, and communications between City personnel, County or other governmental personnel and emergency workers. Furthermore, with the fires raging in neighboring communities, including the City of Ventura, which is adjacent to the City of Oxnard, and the strong Santa Ana winds blowing, the fires may spread within the geographic boundaries of the City at any time. This situation is an emergency within the meaning of Public Contract Code section 22050 and Oxnard Municipal Code section 4-13 because these conditions may yield: potable water contamination if the water plant

malfunctions, which could spread disease; bypasses and backups of sewage if the wastewater plant malfunctions, which could likewise spread disease; traffic accidents if the traffic lights malfunction; miscommunication in emergency instructions if the phone and internet servers are down and City personnel, County or other governmental personnel and emergency workers cannot communicate; and death and mass destruction from the fires. These are conditions of disaster or extreme peril to the safety of people and property caused by the fires, air pollution, sudden and severe energy shortages which, by reason of the magnitude, are likely to be beyond the control of the City's services, personnel, equipment and facilities.

3) That this emergency will not permit a delay resulting from a competitive solicitation for bids because: the malfunctioning of the water and/or wastewater plants could yield immediate health and safety concerns; some traffic lights are already malfunctioning, and with continued wind and fire, more could malfunction in the coming days; miscommunication between City personnel, County or other governmental personnel and emergency workers may cause immediate misunderstandings and yield grave danger; and the fires are not contained and are spreading significantly.

4) That the following actions are necessary to respond to the emergency:

a) The City Management, Wastewater Director and Water Director must be able to procure the necessary equipment, services and supplies to keep the wastewater and water plants fully functioning through this emergency, including but not limited to purchasing generator or other parts, installing or repairing existing parts, and obtaining assistance from contractors to fix pipelines, the plants and any other critical infrastructure;

b) The City Management, Acting Public Works Director, Traffic Engineer, and Police Chief must be able to procure the necessary equipment, services and supplies to keep the streets safe, including but not limited to installing stop signs, completing electrical work on traffic lights, rerouting traffic away from dangerous intersections, fires or other conditions;

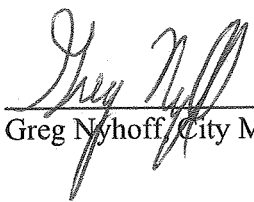
c) The City Management and IT Director must be able to procure the necessary equipment, services and supplies to allow communications between City personnel, County or other governmental personnel and emergency workers, including but not limited to acquiring installation or repair of communication devices; and

d) The City Management, the Police Chief and the Fire Chief must be able to procure the necessary equipment, services and supplies to fight, divert or contain the fires, protect public safety in the streets and other public areas, alert and usher groups of people in danger from the fires to other areas, and assist particularly vulnerable populations such as children and the elderly, including but not limited to obtaining contractors to assist in any related tasks and purchasing necessary equipment.

THUS, the City Manager of the City of Oxnard hereby resolves, determines and orders:

1. That any and all public facilities—including but not limited to the water and wastewater plants, the streets, the pipelines, City structures, City parks and all other City property—be immediately repaired or replaced by taking any directly related and immediate action and procuring the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts.
2. That I shall report to the City Council at its special meeting on Monday, December 11, 2017, or at its regular meeting on Tuesday, December 12, 2017, the reasons justifying why the emergency did not permit a delay resulting from a competitive solicitation for bids and why the action was necessary to respond to the emergency.
3. That I shall inform the City Council that pursuant to both Public Contract Code section 22050 and Oxnard Municipal Code section 4-13:
 - a. The City Council must initially review the emergency action not later than seven (7) days after the action;
 - b. The City Council must continue to review the emergency action every fourteen (14) days thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action (unless I have terminated that action before the City Council reviews the emergency action and makes such a determination); and
 - c. The City Council must terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

PASSED AND ADOPTED THIS 7th OF DECEMBER, 2017.



Greg Nyhoff, City Manager

APPROVED AS TO FORM:



Stephen Fischer, City Attorney

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD TERMINATING THE EMERGENCY ACTION DUE TO THE THOMAS FIRE THROUGHOUT VENTURA COUNTY, MAKING FINDINGS THEREFOR, AND ORDERING THAT THE REMAINDER OF THE EMERGENCY ACTION AT THE CITY'S FACILITIES BE COMPLETED BY BIDDING**

WHEREAS, on December 7, 2017, pursuant to California Public Contract Code Section 22050 and Oxnard Municipal Code Section 4-13, the then-City Manager executed Resolution Number 15,072 declaring an emergency due to the Thomas Fire throughout the County of Ventura, including to the facilities in the City of Oxnard ("Facilities"), making findings therefor, and ordering that the Facilities be immediately repaired;

WHEREAS, at the next regularly scheduled City Council meeting on December 12, 2017, the City Manager reported to the City Council the reasons justifying why the emergency did not permit a delay resulting from bidding and why the action was necessary to respond to the emergency, and at that time, the full City Council reviewed the emergency action and unanimously voted that there was a need to continue that action;

WHEREAS, on December 19, 2017, the City Manager again reported to the City Council the reasons justifying why the emergency still did not permit a delay resulting from bidding and why the action still was necessary to respond to the emergency, and at that time, the full City Council again reviewed the emergency action and again unanimously voted that there was a need to continue that action;

WHEREAS, on January 9, 2018, the City Manager again reported to the City Council the reasons justifying why the emergency still did not permit a delay resulting from a competitive solicitation for bids and why the action still was necessary to respond to the emergency; and

WHEREAS, Public Contract Code Section 22050 requires the City Council to terminate the emergency action at the earliest possible date that conditions warrant so that the remainder of the action may be completed by bidding.

NOW, THEREFORE, the City Council of the City of Oxnard hereby finds:

1. That the recitals set forth above are true and correct and incorporated in this resolution as if set forth in full.
2. That there is no need to continue the emergency action as emergency conditions have ceased.

THUS, the City Council of the City of Oxnard hereby resolves, determines and orders:

1. That the action is hereby terminated.
2. That the remainder of the emergency action at the Facilities be completed by bidding.

PASSED AND ADOPTED THIS 23rd day of January, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: January 23, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in cursive script, likely belonging to Scott Whitney.

FROM: Steve Naveau
Director of Human Resources

A handwritten signature in cursive script, likely belonging to Steve Naveau.

SUBJECT: Oxnard Police Officers Association Classification and Salary Schedules and Side Letter Agreement.

CONTACT: Steve Naveau, Director of Human Resources
Steve.Naveau@oxnard.org, 385-7947

RECOMMENDATION:

That the City Council adopt a resolution approving the attached Classification and Salary Schedules and Side Letter Agreement with the Oxnard Police Officers Association.

BACKGROUND

In 2015 the California Public Employees Retirement System (CalPERS) completed a review of the City's retirement program. Two of the findings were related to the posting of pay schedules for all City classifications and the purchasing of uniforms for employees in the Oxnard Police Officers Association.

According to CalPERS the classification and pay schedules must contain the hourly, monthly, and annual rates of pay for each classification and that the document must be posted publicly and approved by City council. Normally this would be done through the annual budget process, however in the 2012/13 and the 2013/14 budget years the classifications with only the salary code were posted. To rectify this issue, CalPERS is asking the City to have the City Council reapprove the classification and salary listings with the information as required. It should be noted that the current budget contains the salary information as required by CalPERS.

The current MOU with the POA states that the City shall provide uniforms to its employees who are required to be in uniform. According to the review by CalPERS the supplying of uniforms is considered to be reportable income under CalPERS regulations. As such, the City is required to place a reasonable value on the replacement cost of the uniforms to then report to CalPERS. As this is a subject of bargaining, the City needed to meet and confer to develop an agreement with the POA which would then amend the current contract to place the dollar value of \$450 per year per employee. It should be noted that prior to five years ago the City was reporting the value of uniforms to CalPERS however it was erroneously discontinued by a previous director.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

This item is ministerial only and has no fiscal impact.

ATTACHMENTS:

Attachment A: CalPERS Resolution

Attachment B: City of Oxnard FY 12.13 Classification Salary Schedule

Attachment C: City of Oxnard FY 13.14 Classification Salary Schedule

Attachment D: POA Side Letter

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE
ATTACHED CLASSIFICATION AND SALARY SCHEDULES AND SIDE LETTER AGREEMENT
WITH THE OXNARD POLICE OFFICERS ASSOCIATION

WHEREAS, in May 2016 the California Public Employees Retirement System (CalPERS) completed a review of the City's retirement program, and

WHEREAS, the results of this review found that the City was out of compliance for publicly reporting the salaries of all City classifications for three fiscal years and was not reporting the value of uniforms provided to the Oxnard Police Officers Association (POA) pursuant to their Memorandum of Understanding (MOU); and

WHEREAS, to bring the City into compliance the Oxnard City Council needs to approve retroactively the two years of missing classification and salary schedules as well as report the value of the uniforms provided to employees in the Oxnard POA.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the following attachments:

1. City of Oxnard FY 12/13 Comprehensive Salary Schedule
2. City of Oxnard FY 13/14 Comprehensive Salary Schedule
3. Uniform Side Letter January 8, 2018

PASSED AND ADOPTED this 23rd day of January, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

City of Oxnard FY 12/13 Comprehensive Salary Schedule																	
Effective Date: 7/1/2012 (SEIU, OMMA, Confidential Hrly, Conf Mgmt, Top Mgt)																	
Effective Date: 12/22/2012 (IUOE, OPOA, IAFF, PSM Fire, PSM Police)																	
Revised Date: 1/2013																	
Union	Job Code	Classification Title	Salary Range	At Will	FLSA	HOURLY Step 1	HOURLY Step 2	HOURLY Step 3	HOURLY Step 4	HOURLY Step 5	HOURLY Step 6	HOURLY Step 7	HOURLY Step 8	HOURLY Step 9	HOURLY Step 10	HOURLY Step 11	HOURLY Step 12
SEIU	7102	ACCOUNT CLERK I	A14			13.7976	14.4875	15.2119	15.9725	16.7711	17.6097	18.4902	19.4147	20.3854	21.4047		
SEIU	7105	ACCOUNT CLERK II	A20			15.2935	16.0582	16.8611	17.7042	18.5894	19.5189	20.4948	21.5195	22.5955	23.7253		
SEIU	7108	ACCOUNT CLERK III	A27			16.7889	17.6283	18.5097	19.4352	20.407	21.4274	22.4988	23.6237	24.8049	26.0451		
SEIU	7120	ACCOUNTANT I	A63			22.7617	23.8998	25.0948	26.3495	27.667	29.0504	30.5029	32.028	33.6294	35.3109		
SEIU	7123	ACCOUNTANT II	A80			25.2908	26.5553	27.8831	29.2773	30.7412	32.2783	33.8922	35.5868	37.3661	39.2344		
SEIU	7114	ACCOUNTING TECHNICIAN	A45			20.2325	21.2441	22.3063	23.4216	24.5927	25.8223	27.1134	28.4691	29.8926	31.3872		
SEIU	1535	ADMINISTRATIVE ASSISTANT	A61			22.7075	23.8429	25.035	26.2868	27.6011	28.9812	30.4303	31.9518	33.5494	35.2269		
SEIU	1300	ADMINISTRATIVE SECRETARY I	A12			13.4312	14.1028	14.8079	15.5483	16.3257	17.142	17.9991	18.8991	19.8441	20.8363		
SEIU	1301	ADMINISTRATIVE SECRETARY II	A19			14.9568	15.7046	16.4898	17.3143	18.18	19.089	20.0435	21.0457	22.098	23.2029		
SEIU	1302	ADMINISTRATIVE SECRETARY III	A26			16.6187	17.4496	18.3221	19.2382	20.2001	21.2101	22.2706	23.3841	24.5533	25.781		
SEIU	4540	ADMINISTRATIVE TECHNICIAN	A36			18.166	19.0743	20.028	21.0294	22.0809	23.1849	24.3441	25.5613	26.8394	28.1814		
SEIU	7308	ASSISTANT CIVIL ENGINEER	A93			30.6409	32.1729	33.7815	35.4706	37.2441	39.1063	41.0616	43.1147	45.2704	47.5339		
SEIU	13105	ASSISTANT PLANNER	A69			23.7173	24.9032	26.1484	27.4558	28.8286	30.27	31.7835	33.3727	35.0413	36.7934		
		ASSISTANT TRAFFIC DESIGN ENGINEER	A93			30.6409	32.1729	33.7815	35.4706	37.2441	39.1063	41.0616	43.1147	45.2704	47.5839		
SEIU	13108	ASSISTANT TRAFFIC ENGINEER	A93			30.6409	32.1729	33.7815	35.4706	37.2441	39.1063	41.0616	43.1147	45.2704	47.5339		
SEIU	18117	ASSOCIATE PLANNER	A83			26.5326	27.8592	29.2522	30.7148	32.2505	33.863	35.5562	37.334	39.2007	41.1607		
SEIU	7213	ASSOCIATE TRAFFIC DESIGN ENG	A97			34.0454	35.7477	37.5351	39.4119	41.3825	43.4516	45.6242	47.9054	50.3007	52.8157		
SEIU	7210	BUYER	A40			19.7901	20.7796	21.8186	22.9095	24.055	25.2578	26.5207	27.8467	29.239	30.701		
SEIU	13203	CHEMIST	A72			24.4166	25.6374	26.9193	28.2653	29.6786	31.1625	32.7206	34.3566	36.0744	37.8781		
SEIU	1102	CIVIL ENGINEER	A97			34.0454	35.7477	37.5351	39.4119	41.3825	43.4516	45.6242	47.9054	50.3007	52.8157		
SEIU	13238	COMMUNITY SERVICE OFFICER	A34			17.9414	18.8385	19.7804	20.7694	21.8079	22.8983	24.0432	25.2454	26.5077	27.8331		
SEIU	13233	COMPUTER NETWORK ENGINEER I	A32			17.6978	18.5827	19.5118	20.4874	21.5118	22.5874	23.7168	24.9026	26.1477	27.4551		
SEIU	13240	COMPUTER NETWORK ENGINEER II	A49			20.821	21.8621	22.9552	24.103	25.3082	26.5736	27.9023	29.2974	30.7623	32.3004		
SEIU	13125	COMPUTER NETWORK ENGINEER III	A78			24.9851	26.2344	27.5461	28.9234	30.3696	31.8881	33.4825	35.1566	36.9144	38.7601		
SEIU	14147	COMPUTER OPERATOR	A49			20.821	21.8621	22.9552	24.103	25.3082	26.5736	27.9023	29.2974	30.7623	32.3004		
SEIU	2108	CONSTRUCTION PROJ COORDINATOR	A61			22.7075	23.8429	25.035	26.2868	27.6011	28.9812	30.4303	31.9518	33.5494	35.2269		
SEIU	9214	CRIME ANALYSIS DATA TECHNICIAN	A34			17.9414	18.8385	19.7804	20.7694	21.8079	22.8983	24.0432	25.2454	26.5077	27.8331		
SEIU	3119	CRIME ANALYST I	A48			20.7017	21.7368	22.8236	23.9648	25.163	26.4212	27.7423	29.1294	30.5859	32.1152		
SEIU	3118	CRIME ANALYST II	A64			23.002	24.1521	25.3597	26.6277	27.9591	29.3571	30.825	32.3663	33.9846	35.6838		
SEIU	3117	CROSSING GUARD	A00			8.4378	8.8597	9.3027	9.7678	10.2562	10.769	11.3075	11.8729	12.4665	13.0898		
SEIU	13227	CUSTOMER SERVICE ACCT TECH	A45			20.2325	21.2441	22.3063	23.4216	24.5927	25.8223	27.1134	28.4691	29.8926	31.3872		
SEIU	16111	CUSTOMER SERVICE REP I	A14			13.7976	14.4875	15.2119	15.9725	16.7711	17.6097	18.4902	19.4147	20.3854	21.4047		
SEIU	7211	CUSTOMER SERVICE REP II	A20			15.2935	16.0582	16.8611	17.7042	18.5894	19.5189	20.4948	21.5195	22.5955	23.7253		
SEIU	14121	DATA ENTRY OPERATOR I	A14			13.7976	14.4875	15.2119	15.9725	16.7711	17.6097	18.4902	19.4147	20.3854	21.4047		
SEIU	14120	DATA ENTRY OPERATOR II	A20			15.2935	16.0582	16.8611	17.7042	18.5894	19.5189	20.4948	21.5195	22.5955	23.7253		
SEIU	7141	DRAFT/GRAPH TECHNICIAN I	A41			19.8066	20.7969	21.8367	22.9285	24.0749	25.2786	26.5425	27.8696	29.2631	30.7263		
SEIU	7138	DRAFT/GRAPH TECHNICIAN II	A57			22.0073	23.1077	24.2631	25.4763	26.7501	28.0876	29.492	30.9666	32.5149	34.1406		
SEIU	1306	ENGINEER	A97			34.0454	35.7477	37.5351	39.4119	41.3825	43.4516	45.6242	47.9054	50.3007	52.8157		
SEIU	1308	ENGINEERING TECHNICIAN I	A41			19.8066	20.7969	21.8367	22.9285	24.0749	25.2786	26.5425	27.8696	29.2631	30.7263		
SEIU	7219	ENGINEERING TECHNICIAN I/SURVEY CREW	A41			19.8066	20.7969	21.8367	22.9285	24.0749	25.2786	26.5425	27.8696	29.2631	30.7263		
SEIU	4534	ENGINEERING TECHNICIAN II	A57			22.0073	23.1077	24.2631	25.4763	26.7501	28.0876	29.492	30.9666	32.5149	34.1406		
SEIU	9160	ENGINEERING TECHNICIAN II/SURVEY CREW	A57			22.0073	23.1077	24.2631	25.4763	26.7501	28.0876	29.492	30.9666	32.5149	34.1406		
SEIU	14315	EVENT ATTENDANT III	A36			18.166	19.0743	20.028	21.0294	22.0809	23.1849	24.3441	25.5613	26.8394	28.1814		
SEIU	5114	EVENT COORDINATOR	A46			20.4367	21.4585	22.5314	23.658	24.8409	26.0829	27.387	28.7564	30.1942	31.7039		
SEIU	4203	EVIDENCE TECHNICIAN I	A53			21.3918	22.4614	23.5845	24.7637	26.0019	27.302	28.6671	30.1005	31.6055	33.1858		
SEIU	13201	EVIDENCE TECHNICIAN II	A68			23.692	24.8766	26.1204	27.4264	28.7977	30.2376	31.7495	33.337	35.0039	36.7541		
SEIU	7126	GEOGRAPH INFO SYSTEMS TECH I	A50			20.9072	21.9526	23.0502	24.2027	25.4128	26.6834	28.0176	29.4185	30.8894	32.4339		
SEIU	7129	GEOGRAPH INFO SYSTEMS TECH II	A70			23.8428	25.0349	26.2866	27.6009	28.9809	30.4299	31.9514	33.549	35.2265	36.9878		

SEIU	7204	GRANTS SPECIALIST I	A63			22.7617	23.8998	25.0948	26.3495	27.667	29.0504	30.5029	32.028	33.6294	35.3109		
SEIU	14311	GRANTS SPECIALIST II	A80			25.2908	26.5553	27.8831	29.2773	30.7412	32.2783	33.8922	35.5868	37.3661	39.2344		
SEIU	14304	HOUSING CONTRACT ADMIN	A61			22.7075	23.8429	25.035	26.2868	27.6011	28.9812	30.4303	31.9518	33.5494	35.2269		
SEIU	14302	HOUSING ENGINEER	A89			28.7244	30.1606	31.6686	33.252	34.9146	36.6603	38.4933	40.418	42.4389	44.5608		
SEIU	17207	HOUSING SPECIALIST I	A44			20.1721	21.1807	22.2397	23.3517	24.5193	25.7453	27.0326	28.3842	29.8034	31.2936		
SEIU	17209	HOUSING SPECIALIST II	A59			22.4136	23.5343	24.711	25.9466	27.2439	28.6061	30.0364	31.5382	33.1151	34.7709		
SEIU	17212	HOUSING SPECIALIST TRAINEE	A33			17.9309	18.8274	19.7688	20.7572	21.7951	22.8849	24.0291	25.2306	26.4921	27.8167		
SEIU	15201	JUNIOR CIVIL ENGINEER	A85			27.2364	28.5982	30.0281	31.5295	33.106	34.7613	36.4994	38.3244	40.2406	42.2526		
SEIU	7134	JUNIOR PLANNER	A52			21.082	22.1361	23.2429	24.405	25.6253	26.9066	28.2519	29.6645	31.1477	32.7051		
SEIU	7124	LABORATORY ASSISTANT	A40			19.7901	20.7796	21.8186	22.9095	24.055	25.2578	26.5207	27.8467	29.239	30.701		
SEIU	15202	LABORATORY TECHNICIAN	A56			21.975	23.0738	24.2275	25.4389	26.7108	28.0463	29.4486	30.921	32.4671	34.0905		
SEIU	9112	LIBRARIAN I	A47			20.456	21.4788	22.5527	23.6803	24.8643	26.1075	27.4129	28.7835	30.2227	31.7338		
SEIU	9211	LIBRARIAN II	A62			22.7288	23.8652	25.0585	26.3114	27.627	29.0084	30.4588	31.9817	33.5808	35.2598		
SEIU	5127	LIBRARIAN III	A79			25.0016	26.2517	27.5643	28.9425	30.3896	31.9091	33.5046	35.1798	36.9388	38.7857		
SEIU	9159	LIBRARY AIDE I	A15			13.9098	14.6053	15.3356	16.1024	16.9075	17.7529	18.6405	19.5725	20.5511	21.5787		
SEIU	9114	LIBRARY AIDE II	A21			15.4056	16.1759	16.9847	17.8339	18.7256	19.6619	20.645	21.6773	22.7612	23.8993		
SEIU	9123	LIBRARY AIDE III	A28			16.9012	17.7463	18.6336	19.5653	20.5436	21.5708	22.6493	23.7818	24.9709	26.2194		
SEIU	9208	LITERACY COORDINATOR	A47			20.456	21.4788	22.5527	23.6803	24.8643	26.1075	27.4129	28.7835	30.2227	31.7338		
SEIU	9202	MAIL CLERK	A15			13.9098	14.6053	15.3356	16.1024	16.9075	17.7529	18.6405	19.5725	20.5511	21.5787		
SEIU	1555	MISSING PERSONS SPECIALIST	A34			17.9414	18.8385	19.7804	20.7694	21.8079	22.8983	24.0432	25.2454	26.5077	27.8331		
SEIU	20128	NEIGHBORHOOD SERVICES COORDINATOR	A61			22.7075	23.8429	25.035	26.2868	27.6011	28.9812	30.4303	31.9518	33.5494	35.2269		
SEIU	20129	OFFICE ASSISTANT I	A10			12.4141	13.0348	13.6865	14.3708	15.0893	15.8438	16.636	17.4678	18.3412	19.2583		
SEIU	1310	OFFICE ASSISTANT II	A15			13.9098	14.6053	15.3356	16.1024	16.9075	17.7529	18.6405	19.5725	20.5511	21.5787		
SEIU	1305	OUTREACH/EDUCATION SPECIALIST	A61			22.7075	23.8429	25.035	26.2868	27.6011	28.9812	30.4303	31.9518	33.5494	35.2269		
SEIU	10125	PERMIT TECHNICIAN	A55			21.9126	23.0082	24.1586	25.3665	26.6348	27.9665	29.3648	30.833	32.3747	33.9934		
SEIU	10108	PLAN CHECK ENGINEER	A97			34.0454	35.7477	37.5351	39.4119	41.3825	43.4516	45.6242	47.9054	50.3007	52.8157		
SEIU	101114	PLANS EXAMINER I	A66			23.2017	24.3618	25.5799	26.8589	28.2018	29.6119	31.0925	32.6471	34.2795	35.9935		
SEIU	101116	PLANS EXAMINER II	A81			25.7797	27.0687	28.4221	29.8432	31.3354	32.9022	34.5473	36.2747	38.0884	39.9928		
SEIU	6144	POLICE RECORDS TECHNICIAN I	A11			13.05	13.7025	14.3876	15.107	15.8624	16.6555	17.4883	18.3627	19.2808	20.2448		
SEIU	4543	POLICE RECORDS TECHNICIAN II	A17			14.5456	15.2729	16.0365	16.8383	17.6802	18.5642	19.4924	20.467	21.4904	22.5649		
SEIU	6123	POLICE RECORDS TECHNICIAN III	A24			16.0411	16.8432	17.6854	18.5697	19.4982	20.4731	21.4968	22.5716	23.7002	24.8852		
SEIU	1547	POLICE WORD PROCESSOR I	A23			15.7046	16.4898	17.3143	18.18	19.089	20.0435	21.0457	22.098	23.2029	24.363		
SEIU	1550	POLICE WORD PROCESSOR II	A30			17.2002	18.0602	18.9632	19.9114	20.907	21.9524	23.05	24.2025	25.4126	26.6832		
SEIU	20117	POLICE WORD PROCESSOR III	A38			18.696	19.6308	20.6123	21.6429	22.725	23.8613	25.0544	26.3071	27.6225	29.0036		
SEIU	20152	PROGRAMMER ANALYST	A86			27.8864	29.2807	30.7447	32.2819	33.896	35.5908	37.3703	39.2388	41.2007	43.2607		
SEIU	20149	PROPERTY & EVIDENCE CUSTODIAN	A68			23.692	24.8766	26.1204	27.4264	28.7977	30.2376	31.7495	33.337	35.0039	36.7541		
SEIU	8302	PURCHASING CLERK	A20			15.2935	16.0582	16.8611	17.7042	18.5894	19.5189	20.4948	21.5195	22.5955	23.7253		
SEIU	1304	RECREATION/HUMAN SERV COORD	A42			19.9512	20.9488	21.9962	23.096	24.2508	25.4633	26.7365	28.0733	29.477	30.9509		
SEIU	15229	RECREATION/HUMAN SERV LDR III	A21			15.4056	16.1759	16.9847	17.8339	18.7256	19.6619	20.645	21.6773	22.7612	23.8993		
SEIU	5701	REHAB LOAN ASSISTANT	A33			17.9309	18.8274	19.7688	20.7572	21.7951	22.8849	24.0291	25.2306	26.4921	27.8167		
SEIU	2212	REHAB LOAN SPECIALIST	A74			24.6549	25.8876	27.182	28.5411	29.9682	31.4666	33.0399	34.6919	36.4265	38.2478		
SEIU	5107	RESIDENT SERVICES ASSISTANT	A59			22.4136	23.5343	24.711	25.9466	27.2439	28.6061	30.0364	31.5382	33.1151	34.7709		
SEIU	12115	RESIDENT SERVICES COORDINATOR	A74			24.6549	25.8876	27.182	28.5411	29.9682	31.4666	33.0399	34.6919	36.4265	38.2478		
SEIU	13119	REVENUE COLLECTION TECHNICIAN	A45			20.2325	21.2441	22.3063	23.4216	24.5927	25.8223	27.1134	28.4691	29.8926	31.3872		
SEIU	5124	SEX REGISTRANT SPECIALIST	A34			17.9414	18.8385	19.7804	20.7694	21.8079	22.8983	24.0432	25.2454	26.5077	27.8331		
SEIU	14214	SR ADMINISTRATIVE SECRETARY	A35			17.9481	18.8455	19.7878	20.7772	21.8161	22.9069	24.0522	25.2548	26.5175	27.8434		
SEIU	14117	SR CIVIL ENGINEER	A99			38.812	40.7526	42.7902	44.9297	47.1762	49.535	52.0118	54.6124	57.343	60.2102		
SEIU	14223	SR CUSTOMER SERVICE REP	A27			16.7889	17.6283	18.5097	19.4352	20.407	21.4274	22.4988	23.6237	24.8049	26.0451		
SEIU	14202	SR ENGINEERING TECHNICIAN	A76			24.9782	26.2271	27.5385	28.9154	30.3612	31.8793	33.4733	35.147	36.9044	38.7496		
SEIU	14170	SR ENGR TECH/SURVEY CHIEF	A76			24.9782	26.2271	27.5385	28.9154	30.3612	31.8793	33.4733	35.147	36.9044	38.7496		
SEIU	12114	SR HOUSING SPECIALIST	A74			24.6549	25.8876	27.182	28.5411	29.9682	31.4666	33.0399	34.6919	36.4265	38.2478		
SEIU	13230	SR PLANS EXAMINER	A87			28.3574	29.7753	31.2641	32.8273	34.4687	36.1921	38.0017	39.9018	41.8969	43.9917		
SEIU	14748	SR TRAFFIC SERVICE ASST	A16			16.5376	17.3645	18.2327	19.1443	20.1015	21.1066	22.1619	23.27	24.4335	25.6552		
SEIU	4205	TRAFFIC SERVICE ASST I	A13			13.0732	13.7269	14.4132	15.1339	15.8906	16.6851	17.5194	18.3954	19.3152	20.281		
SEIU	16102	TRAFFIC SERVICE ASST II	A18			14.3805	15.0995	15.8545	16.6472	17.4796	18.3536	19.2713	20.2349	21.2466	22.3089		

SEIU	16103	VICTIM SERVICES SPECIALIST	A59		22.4136	23.5343	24.711	25.9466	27.2439	28.6061	30.0364	31.5382	33.1151	34.7709		
SEIU	19143	WORD PROCESSOR I	A23		15.7046	16.4898	17.3143	18.18	19.089	20.0435	21.0457	22.098	23.2029	24.363		
SEIU	1206	WORD PROCESSOR II	A30		17.2002	18.0602	18.9632	19.9114	20.907	21.9524	23.05	24.2025	25.4126	26.6832		
SEIU	4529	WORD PROCESSOR III	A38		18.696	19.6308	20.6123	21.6429	22.725	23.8613	25.0544	26.3071	27.6225	29.0036		
IUOE	12122	ANIMAL SAFETY OFFICER	BDI		18.0795	19.0015	19.9706	20.9899	22.0607	23.1858	24.3684					
IUOE	3104	BUILDING INSPECTOR I	BGL		24.4903	25.7393	27.052	28.4317	29.8817	31.4057	33.0073					
IUOE	14314	BUILDING INSPECTOR II	BHK		27.0527	28.4324	29.8825	31.4065	33.0092	34.6927	36.4628					
IUOE	1208	CODE COMPLIANCE INSPECTOR I	BFO		22.5039	23.6515	24.8578	26.1255	27.4579	28.8583	30.3322					
IUOE	5110	CODE COMPLIANCE INSPECTOR II	BGP		24.8583	26.1261	27.4585	28.8589	30.3307	31.8792	33.5054					
IUOE	14126	CONSTRUCTION INSPECTOR I	BGL		24.4903	25.7393	27.052	28.4317	29.8817	31.4057	33.0073					
IUOE	2114	CONSTRUCTION INSPECTOR II	BHK		27.0527	28.4324	29.8825	31.4065	33.0092	34.6927	36.4628					
IUOE	14200	CONTAINER SERVICE WORKER	BDI		18.0795	19.0015	19.9706	20.9899	22.0607	23.1858	24.3684					
IUOE	13226	CUSTODIAN	BAQ		13.9586	14.6704	15.4186	16.2052	17.0317	17.9009	18.8138					
IUOE	7144	ELECTRICAL INSPECTOR	BIO		30.4836	32.0382	33.6722	35.3895	37.1943	39.0912	41.0866					
IUOE	6010	ELECTRICIAN/INSTRUMENTATION TE	BHF		26.4537	27.8028	29.2208	30.7119	32.2782	33.9249	35.6551					
IUOE	4518	EQUIPMENT OPERATOR	BDU		19.002	19.9711	20.9896	22.06	23.1851	24.3684	25.6117					
IUOE	5133	FAC MAINT WORKER I	BCE		16.2854	17.116	17.9889	18.9063	19.8706	20.884	21.949					
IUOE	5115	FAC MAINT WORKER II	BGJ		17.7235	18.6274	19.5774	20.5759	21.6252	22.7291	23.8885					
IUOE	11169	FLEET SERVICES MAINT WORKER	BCC		15.8859	16.6961	17.5476	18.4425	19.3831	20.3716	21.4117					
IUOE	6129	FLEET SERVICES MECHANIC I	BFU		23.1858	24.3684	25.6112	26.9173	28.2901	29.7329	31.2511					
IUOE	6159	FLEET SERVICES MECHANIC II	BGJ		24.3684	25.6111	26.9173	28.2901	29.7329	31.2511	32.8452					
IUOE	7132	GRAFFITI ACTION COORDINATOR	BFU		23.1858	24.3684	25.6112	26.9173	28.2901	29.7329	31.2511					
IUOE	14320	GROUNDWORKER I	BCA		15.9647	16.7789	17.6346	18.534	19.4798	20.4736	21.5177					
IUOE	14305	GROUNDWORKER II	BDA		17.3745	18.2605	19.1918	20.1706	21.1998	22.281	23.4177					
IUOE	14300	HOUSING INSPECTOR	BDU		19.002	19.9711	20.9896	22.06	23.1851	24.3684	25.6117					
IUOE	5128	HVAC TECHNICIAN	BES		20.9899	22.0603	23.1854	24.3679	25.6117	26.9179	28.2913					
IUOE	3113	INSTRUMENTATION TECHNICIAN	BHF		26.4537	27.8028	29.2208	30.7119	32.2782	33.9249	35.6551					
IUOE	9105	MAINTENANCE CARPENTER	BEQ		20.7821	21.842	22.9559	24.1267	25.3571	26.6504	28.0111					
IUOE	9102	MAINTENANCE ELECTRICIAN	BES		20.9899	22.0603	23.1854	24.3679	25.6117	26.9179	28.2913					
IUOE	12105	MAINTENANCE PLUMBER	BEQ		20.7821	21.842	22.9559	24.1267	25.3571	26.6504	28.0111					
IUOE	12109	MAINTENANCE WORKER TRAINEE	BAK		13.5479	14.2388	14.965	15.7282	16.5304	17.3734	18.2595					
IUOE	6150	METER READER	BDA		17.3745	18.2605	19.1918	20.1706	21.1998	22.281	23.4177					
IUOE	3102	METER REPAIR WORKER	BDK		18.2605	19.1917	20.1705	21.1992	22.2804	23.4167	24.6109					
IUOE	13205	PLUMBING AND MECHANICAL INSPECTOR	BIO		30.4836	32.0382	33.6722	35.3895	37.1943	39.0912	41.0866					
IUOE	20120	POWER PRODUCTION OPERATOR I	BEL		20.2213	21.2526	22.3364	23.4756	24.6728	25.9312	27.2537					
IUOE	8202	POWER PRODUCTION OPERATOR II	BFM		22.3369	23.4761	24.6733	25.9317	27.2542	28.6442	30.1067					
IUOE	15223	REHAB CONSTRUCT SPECIALIST I	BGD		23.652	24.8582	26.126	27.4584	28.8588	30.3306	31.8775					
IUOE	15230	REHABILITATION CONSTRUCTION SPECIALIST II	BHC		26.1266	27.459	28.8594	30.3313	31.8782	33.5039	35.2146					
IUOE	5121	SOLID WASTE COMPLIANCE SPEC	BFJ		22.0601	23.1852	24.3676	25.6104	26.9165	28.2893	29.7319					
IUOE	13205	SOLID WASTE EQUIP OPER II	BDI		18.0795	19.0015	19.9706	20.9899	22.0607	23.1858	24.3684					
IUOE	14156	SOLID WASTE TRANS OPERATOR	BEI		19.971	20.9895	22.06	23.185	24.3684	25.6111	26.9179					
IUOE	14227	SOURCE CONTROL INSPECTOR II	BGB		23.5349	24.7352	25.9967	27.3225	28.7159	30.1804	31.7196					
IUOE	14110	SOURCE CONTROL TECHNICIAN	BFU		23.1858	24.3684	25.6112	26.9173	28.2901	29.7329	31.2511					
IUOE	14217	SR ANIMAL SAFETY OFFICER	BEI		19.971	20.9895	22.06	23.185	24.3684	25.6111	26.9179					
IUOE	14108	SR CODE COMPLIANCE INSPECTOR	BHN		27.4592	28.8596	30.3314	31.8783	33.5041	35.2128	37.0108					
IUOE	14111	SR CONSTRUCTION INSPECTOR	BIJ		29.8831	31.4071	33.0089	34.6923	36.4616	38.3212	40.2777					
IUOE	14171	SR FACILITIES MAINT WORKER	BFU		23.1858	24.3684	25.6112	26.9173	28.2901	29.7329	31.2511					
IUOE	14172	SR FLEET SERVICES MECHANIC	BGV		25.6117	26.9179	28.2907	29.7335	31.2499	32.8437	34.5208					
IUOE	19138	SR GROUNDWORKER	BEA		19.1919	20.1707	21.1994	22.2805	23.4169	24.6121	25.8687					
IUOE	11167	SR HOUSING MAINTENANCE WORKER	BFF		21.6258	22.7291	23.8883	25.1066	26.3877	27.7342	29.1484					
IUOE	3115	SR METER READER	BEA		19.1919	20.1707	21.1994	22.2805	23.4169	24.6121	25.8687					
IUOE	13229	SR METER REPAIRER WORKER	BEK		20.171	21.1997	22.2809	23.4172	24.6115	25.8667	27.1859					
IUOE	2124	SR STREET MAINT WORKER	BEM		20.3726	21.4116	22.5036	23.6512	24.8575	26.1252	27.4592					
IUOE	14138	SR TREE TRIMMER	BEM		20.3726	21.4116	22.5036	23.6512	24.8575	26.1252	27.4592					
IUOE	14141	SR WASTEWATER COLLECT OPERATOR	BEM		20.3726	21.4116	22.5036	23.6512	24.8575	26.1252	27.4592					

IUOE	14144	SR WASTEWATER ENVIR SPECIALIST	BHN		27.4592	28.8596	30.3314	31.8783	33.5041	35.2128	37.0108						
IUOE	3111	SR WASTEWATER MECHANIC	BGJ		24.3684	25.6111	26.9173	28.2901	29.7329	31.2511	32.8452						
IUOE	14211	SR WASTEWATER OPERATOR	BGN		24.674	25.9323	27.2549	28.6449	30.1058	31.6412	33.2565						
IUOE	4539	SR WATER DISTRIBUTION OPERATOR	BFA		21.1998	22.281	23.4173	24.6116	25.8668	27.186	28.5741						
IUOE	19111	SR WATER TREATMENT OPERATOR	BGP		24.8583	26.1261	27.4585	28.8589	30.3307	31.8792	33.5054						
IUOE	19114	STREET MAINTENANCE WORKER I	BBS		15.8066	16.6127	17.46	18.3504	19.2863	20.2699	21.3047						
IUOE	8313	STREET MAINTENANCE WORKER II	BCS		17.2022	18.0795	19.002	19.971	20.9899	22.0607	23.1858						
IUOE	16127	TIRE REPAIRER	BCC		15.8859	16.6961	17.5476	18.4425	19.3831	20.3716	21.4117						
IUOE	4201	TRAFFIC SAFETY MAINT WKR	BCS		17.2022	18.0795	19.002	19.971	20.9899	22.0607	23.1858						
IUOE	13217	TRAFFIC SIGNAL REPAIRER I	BDU		19.002	19.9711	20.9896	22.06	23.1851	24.3684	25.6117						
IUOE	13219	TRAFFIC SIGNAL REPAIRER II	BES		20.9899	22.0603	23.1854	24.3679	25.6117	26.9179	28.2913						
IUOE	9116	TRAFFIC SIGNAL TECHNICIAN	BHE		25.8703	27.1897	28.5764	30.0338	31.5655	33.1753	34.8693						
IUOE	9117	TRANSPORT OPERATOR	BFU		23.1858	24.3684	25.6112	26.9173	28.2901	29.7329	31.2511						
IUOE	9304	TREATMENT PLANT ELECTRICIAN	BFU		23.1858	24.3684	25.6112	26.9173	28.2901	29.7342	31.2511						
IUOE	7310	TREE TRIMMER I	BCM		16.6962	17.5477	18.4426	19.3832	20.3718	21.4107	22.5027						
IUOE	12104	TREE TRIMMER II	BDO		18.4431	19.3837	20.3722	21.4112	22.5032	23.6509	24.8571						
IUOE	3120	WASTEWATER COLLECT OPERATOR I	BCS		17.2022	18.0795	19.002	19.971	20.9899	22.0607	23.1858						
IUOE	34132	WASTEWATER COLLECT OPERATOR II	BDU		19.002	19.9711	20.9896	22.06	23.1851	24.3684	25.6117						
IUOE	5705	WASTEWATER ENVIRONMENTAL SPEC	BHC		26.1266	27.459	28.8594	30.3313	31.8782	33.5039	35.2146						
IUOE	5710	WASTEWATER MECHANIC I	BES		20.9899	22.0603	23.1854	24.3679	25.6117	26.9179	28.2913						
IUOE	5725	WASTEWATER MECHANIC II	BFU		23.1858	24.3684	25.6112	26.9173	28.2901	29.7342	31.2511						
IUOE	5750	WASTEWATER OPERATOR IN TRAINING	BCO		16.863	17.7235	18.6274	19.5774	20.5758	21.6252	22.7281						
IUOE	34125	WASTEWATER OPERATOR I	BEE		19.5777	20.5763	21.6257	22.7286	23.8877	25.1069	26.3874						
IUOE	34125	WASTEWATER OPERATOR II	BFF		21.6258	22.7291	23.8883	25.1066	26.3877	27.7342	29.1484						
IUOE	34121	WASTEWATER OPERATOR III	BFQ		22.7288	23.888	25.1063	26.3867	27.7324	29.1468	30.6348						
IUOE	5715	WATER CONSERV/OUTREACH COORD	BHK		27.0527	28.4324	29.8825	31.4065	33.0092	34.6927	36.4628						
IUOE	37900	WATER CONSERV/OUTREACH TECH	BBS		15.8066	16.6127	17.46	18.3504	19.2863	20.2699	21.3047						
IUOE	16112	WATER DISTRIBUTION OPERATOR I	BCI		16.3673	17.2021	18.0794	19.0014	19.9705	20.9899	22.0607						
IUOE	20151	WATER DISTRIBUTION OPERATOR II	BDI		18.0795	19.0015	19.9706	20.9899	22.0607	23.1858	24.3684						
IUOE	14124	WATER REGULATORY COMPLIANCE COORDINATOR	BHK		27.0527	28.4324	29.8825	31.4065	33.0092	34.6927	36.4628						
IUOE	16117	WATER REGULATORY COMPLIANCE TECHNICIAN I	BFJ		22.0601	23.1852	24.3676	25.6104	26.9165	28.2893	29.7319						
IUOE	16105	WATER REGULATORY COMPLIANCE TECHNICIAN II	BGJ		24.3684	25.6111	26.9173	28.2901	29.7329	31.2511	32.8452						
IUOE	16108	WATER TREATMENT OPERATOR I	BEM		20.3726	21.4116	22.5036	23.6512	24.8575	26.1252	27.4592						
IUOE	16112	WATER TREATMENT OPERATOR II	BFD		21.4117	22.5037	23.6514	24.8577	26.1254	27.4578	28.8598						
IUOE	19142	WATER TREATMENT OPERATOR III	BFO		22.5039	23.6515	24.8578	26.1255	27.4579	28.8583	30.3322						
UNREPRESENTED HRLY CONFIDENTIAL	11136	Accountant II Confidential	C80		26.5108	35.2594	42.4174										
UNREPRESENTED HRLY CONFIDENTIAL	11137	Accounting Technician Confidential	C67		21.0736	28.0448	33.6538										
UNREPRESENTED HRLY CONFIDENTIAL	1538	Administrative Assistant Confidential	C70		24.1008	32.054	38.5613										
UNREPRESENTED HRLY CONFIDENTIAL	1309	Administrative Legal Assistant	C70		24.1008	32.054	38.5613										
UNREPRESENTED HRLY CONFIDENTIAL	1300	Administrative Legal Secretary I	C25		15.2873	20.3321	24.4596										
UNREPRESENTED HRLY CONFIDENTIAL	1301	Administrative Legal Secretary II	C35		16.9857	22.5911	25.4133										
UNREPRESENTED HRLY CONFIDENTIAL	1302	Administrative Legal Secretary III	C70		18.873	25.1012	30.1968										
UNREPRESENTED HRLY CONFIDENTIAL	11147	Administrative Secretary I Confidential	C15		14.2871	19.0021	22.8594										
UNREPRESENTED HRLY CONFIDENTIAL	11138	Administrative Secretary II Confidential	C30		15.8745	21.1132	25.3993										
UNREPRESENTED HRLY CONFIDENTIAL	14119	Administrative Services Assistant	C70		24.1008	32.054	38.5613										
UNREPRESENTED HRLY CONFIDENTIAL	12122	Administrative Technician	C60		19.2756	25.7695	30.841										
UNREPRESENTED HRLY CONFIDENTIAL	13213	Employee Relations Coordinator	C67		21.0736	28.0448	33.6538										
UNREPRESENTED HRLY CONFIDENTIAL	19163	Executive Assistant I	C80		26.5108	35.2594	42.174										
UNREPRESENTED HRLY CONFIDENTIAL	12110	Executive Assistant II	C85		27.8363	37.0224	44.5382										
UNREPRESENTED HRLY CONFIDENTIAL	5118	Human Resources Technician	C70		24.1008	32.054	38.5613										
UNREPRESENTED HRLY CONFIDENTIAL	15226	Office Assistant I Confidential	C10		13.1757	16.4213	21.0813										
UNREPRESENTED HRLY CONFIDENTIAL	11135	Office Assistant II Confidential	C20		14.7632	19.6351	23.6212										
UNREPRESENTED HRLY CONFIDENTIAL	1204	Paralegal	C75		25.3058	33.6567	40.4894										
UNREPRESENTED HRLY CONFIDENTIAL	12126	Safety Specialist	C72		24.0558	31.9942	38.4893										
UNREPRESENTED HRLY CONFIDENTIAL	14116	Sr. Administrative Legal Secretary	C65		20.6106	27.4121	32.9769										

UNREPRESENTED HRLY CONFIDENTIAL	5234	Workers' Compensation Specialist	C69			22.3719	29.7554	35.759									
IAFF	14161	Fire Environmental Specialist I	FA1			27.5692	28.9751	30.4536	32.0068	33.6391	35.3546						
IAFF	6108	Fire Engineer	FB1			31.4166	33.0188	34.7027	36.4724	38.3326	40.288						
IAFF	14163	Fire Environmental Specialist II	FB1			31.4166	33.0188	34.7027	36.4724	38.3326	40.288						
IAFF	11171	Fire Inspector	FB1			31.4166	33.0188	34.7027	36.4724	38.3326	40.288						
IAFF	17218	Fire Captain	FC1			36.5775	38.4428	40.4032	42.4639	44.6295	46.9056						
IAFF	11177	Firefighter (Shift)	FD2			19.6923	20.6965	21.7522	22.8622	24.0285	25.2535						
IAFF	6111	Fire Engineer (Shift)	FE2			22.4399	23.5842	24.7871	26.0516	27.3804	28.7772						
IAFF	11174	Fire Inspector (Shift)	FE2			22.4399	23.5842	24.7871	26.0516	27.3804	28.7772						
IAFF	17202	Fire Captain (Shift)	FF2			26.126	27.4584	28.8588	30.3306	31.8779	33.5036						
OPOA	10118	Police Officer I	P91			30.2742	31.8185	33.4416	35.1475	36.9403	38.8249						
OPOA	11105	Police Officer II	P92			30.2742	31.8185	33.4416	35.1475	36.9403	38.8249						
OPOA	6141	Police Officer III	P99			33.4428	35.1475	36.9403	38.8249	40.805	42.8865						
OPOA	1544	Police Service Officer	P72			26.2698	27.6096	29.0179	30.4981	32.0538	33.6889						
OPOA	3105	Public Safety Dispatcher I	P49			21.3539	22.443	23.558	24.791	26.0557	27.385						
OPOA	11117	Public Safety Dispatcher II	P59			23.588	24.791	26.0557	27.385	28.782	30.2498						
OPOA	11118	Public Safety Dispatcher III	P76			27.5322	28.9368	30.413	31.9643	33.5946	35.3083						
OPOA	14201	Sr. Police Service Officer	P77			28.8965	30.3705	31.9196	33.5481	35.2593	37.0576						
OPOA	7136	Police Sergeant	P06			35.1475	36.9403	38.8249	40.805	42.8867	45.0745	47.3734	49.7903				
PSM FIRE	16129	Fire Battalion Chief	PS1			46.3924	48.7594	51.2461	53.8604	56.6079	59.4951	62.4696	65.5933				
PSM FIRE	5129	Assistant Fire Chief	PS2			55.3553	58.1789	61.1462	64.2657	67.5437	70.9885	74.5379	78.2647				
PSM FIRE	19177	Fire Battalion Chief (Shift)	PS3			33.1374	34.828	36.6044	38.4717	40.4342	42.4965	44.6212	46.8524				
PSM FIRE	14317	Assistant Fire Chief (Shift)	PS4			39.5396	41.5563	43.676	45.9041	48.2455	50.706	53.2415	55.9033				
PSM OPOA	10127	Police Commander	PS5			54.0269	56.7831	59.6792	62.7236	65.9232	69.2853	72.7497	76.3875				
PSM OPOA	14229	Assistant Police Chief	PS6			64.4644	67.7527	71.2085	74.8414	78.6588	82.6705	86.8041	91.1439				
						BI-WEEKLY	BI-WEEKLY	BI-WEEKLY									
MID MANAGEMENT	7208	Accounting Manager	M48			2,653.40	3,537.84	4,403.07									
MID MANAGEMENT	14119	Administrative Services Manager	M66			2,999.58	3,999.43	4,956.98									
MID MANAGEMENT	1311	Assistant City Attorney	M88			3,725.21	4,966.93	6,117.99									
MID MANAGEMENT	1402	Assistant City Clerk	M11			1,845.31	2,460.39	3,110.14									
MID MANAGEMENT	7309	Assistant City Treasurer/Revenue Acct	M48			2,653.40	3,537.84	4,403.07									
MID MANAGEMENT	20137	Chief Operator	M32			2,312.78	3,083.69	3,858.13									
MID MANAGEMENT	5110	City Surveyor	M34			2,359.02	3,137.50	3,932.10									
MID MANAGEMENT	13240	Code Compliance Manager	M40			2,505.76	3,341.02	4,160.70									
MID MANAGEMENT	14147	Communications Manager	M36			3,370.28	3,209.79	4,009.42									
MID MANAGEMENT	14126	Community Affairs Manager	M38			2,458.48	3,277.97	4,091.22									
MID MANAGEMENT	2214	Community Facilities Manager	M48			2,653.40	3,537.84	4,403.07									
MID MANAGEMENT	2108	Community Outreach & Prod. Spec.	M22			2,086.73	2,782.30	3,496.42									
MID MANAGEMENT	15124	Community Services Manager	M29			2,270.11	3,026.80	3,789.84									
MID MANAGEMENT	9214	Compliance Services Manager	M29			2,270.11	3,026.80	3,789.84									
MID MANAGEMENT	17117	Construction & Maintenance Engineer	M66			2,999.58	3,999.43	4,956.98									
MID MANAGEMENT	2205	Cultural Arts Supervisor	M11			1,845.31	2,460.39	3,110.14									
MID MANAGEMENT	14313	CUPA Coordinator	M44			2,583.41	3,444.55	4,291.14									
MID MANAGEMENT	6120	Custodial Supervisor	M14			1,898.16	2,530.88	3,194.74									
MID MANAGEMENT	13247	Deputy Building Official	M74			4,413.34	4,203.18	5,201.49									
MID MANAGEMENT	1305	Deputy City Attorney I	M48			2,653.40	3,537.84	4,403.07									
MID MANAGEMENT	14125	Deputy City Attorney I	M48			2,653.40	3,537.85	4,403.07									
MID MANAGEMENT	1318	Deputy City Attorney II	M62			2,918.66	3,891.53	4,827.50									
MID MANAGEMENT	20126	Deputy City Attorney II	M62			2,918.66	3,891.54	5,050.00									
MID MANAGEMENT	4542	Design & Construction Svcs Manager	M83			4,754.64	4,528.22	5,605.38									
MID MANAGEMENT	4518	Development Services Manager	M87			3,625.25	4,833.65	5,958.05									
MID MANAGEMENT	14315	Disaster Preparedness Coordinator	M44			2,583.41	3,444.55	4,291.14									
MID MANAGEMENT	14312	Emergency Medical Services Coord	M44			2,583.41	3,444.55	4,291.14									
MID MANAGEMENT	6159	Facilities Maintenance Supervisor	M19			2,010.62	2,680.81	3,374.65									

MID MANAGEMENT	7126	Financial Analyst I	M14		1,898.16	2,530.88	3,194.74										
MID MANAGEMENT	7129	Financial Analyst II	M22		2,086.73	2,782.30	3,496.42										
MID MANAGEMENT	7132	Financial Analyst III	M29		2,270.11	3,026.80	3,789.84										
MID MANAGEMENT	7202	Financial Services Manager	M48		2,653.40	3,537.84	4,403.07										
MID MANAGEMENT	17219	Fleet Services Manager	M44		2,583.41	3,444.55	4,291.14										
MID MANAGEMENT	17212	Fleet Services Mechanic Supervisor	M16		1,928.34	2,571.09	3,168.37										
MID MANAGEMENT	17215	Fleet Services Operations Manager	M19		2,010.62	2,680.81	3,374.65										
MID MANAGEMENT	3113	Geographic Info Systems Coordinator	M51		2,712.58	3,616.77	4,497.82										
MID MANAGEMENT	7134	Grants Coordinator	M36		3,370.28	3,209.79	4,009.42										
MID MANAGEMENT	9150	Homeless Assistance Prog Coord	M29		2,270.11	3,026.80	3,789.84										
MID MANAGEMENT	9160	Housing Financial Officer	M48		2,653.40	3,537.84	4,403.07										
MID MANAGEMENT	9123	Housing Maintenance Superintendent	M38		2,458.48	3,277.97	4,091.22										
MID MANAGEMENT	9121	Housing Maintenance Supervisor	M14		1,898.16	2,530.88	3,194.74										
MID MANAGEMENT	9118	Housing Moderization Superintendent	M38		2,458.48	3,277.97	4,091.22										
MID MANAGEMENT	9132	Housing Program Supervisor	M29		2,270.11	3,026.80	3,789.84										
MID MANAGEMENT	9208	Housing Programs Manager	M51		2,712.58	3,616.77	4,497.82										
MID MANAGEMENT	9202	Housing Rehabilitation Prog Manager	M38		2,458.48	3,277.97	4,091.22										
MID MANAGEMENT	12115	Human Resources Manager	M66		2,999.58	3,999.43	4,956.98										
MID MANAGEMENT	5117	Human Resources Manager	M66		2,999.58	3,999.44	4,956.98										
MID MANAGEMENT	20127	Laboratory Supervisor	M26		2,203.78	2,938.38	3,683.74										
MID MANAGEMENT	1310	Law Office Manager	M19		2,010.62	2,680.81	3,374.65										
MID MANAGEMENT	15205	Law Office Manager	M19		2,010.62	2,680.82	3,374.65										
MID MANAGEMENT	1204	Legislative Affairs Manager	M40		2,505.76	3,341.02	4,160.70										
MID MANAGEMENT	15126	Leisure and Recreation Supt	M48		2,653.40	3,537.84	4,403.07										
MID MANAGEMENT	10116	Library Circulation Supervisor	M14		1,898.16	2,530.88	3,194.74										
MID MANAGEMENT	10127	Library Services Supervisor	M26		2,203.78	2,938.38	3,683.74										
MID MANAGEMENT	4543	Maintenance Services Manager	M85		3,553.18	4,737.54	5,842.74										
MID MANAGEMENT	7136	Management Accountant/Auditor	M29		2,270.11	3,026.80	3,789.84										
MID MANAGEMENT	1544	Management Analyst I	M14		1,898.16	2,530.88	3,194.74										
MID MANAGEMENT	1547	Management Analyst II	M22		2,086.73	2,782.30	3,496.42										
MID MANAGEMENT	1550	Management Analyst III	M29		2,270.11	3,026.80	3,789.84										
MID MANAGEMENT	12102	Management Analyst III	M29		2,270.11	3,026.81	3,789.84										
MID MANAGEMENT	3110	Network Services Coordinator	M14		1,898.16	2,530.88	3,194.74										
MID MANAGEMENT	15223	Parks Maintenance Supervisor	M14		1,898.16	2,530.88	3,194.74										
MID MANAGEMENT	15230	Parks Manager	M44		2,583.41	3,444.55	4,291.14										
MID MANAGEMENT	13119	Planning & Envirn Svcs Manager	M81		4,612.47	4,392.83	5,428.29										
MID MANAGEMENT	14118	Police Financial Manager	M48		2,653.40	3,537.84	4,403.07										
MID MANAGEMENT	14115	Police Records Manager	M40		2,505.76	3,341.02	4,160.70										
MID MANAGEMENT	14117	Police Records Supervisor	M11		1,845.31	2,460.39	3,110.14										
MID MANAGEMENT	13114	Principal Planner	M44		2,583.41	3,444.55	4,291.14										
MID MANAGEMENT	13230	Project Manager	M40		2,505.76	3,341.02	4,160.70										
MID MANAGEMENT	2125	Public Information Officer	M38		2,458.48	3,277.97	4,091.22										
MID MANAGEMENT	3111	Public Safety Info Tech Manager	M62		2,918.66	3,891.53	4,827.50										
MID MANAGEMENT	13221	PW Construction Project Manager	M38		2,458.48	3,277.97	4,091.22										
MID MANAGEMENT	15123	Recreation Supervisor	M19		2,010.62	2,680.81	3,374.65										
MID MANAGEMENT		Recruitment Supervisor	M29		2,270.11	3,026.80	3,789.84										
MID MANAGEMENT	16128	Recycling Manager	M36		3,370.28	3,209.79	4,009.42										
MID MANAGEMENT	4201	Redevelopment Project Manager	M40		2,505.76	3,341.02	4,160.70										
MID MANAGEMENT	4205	Redevelopment Services Manager	M74		4,413.34	4,203.18	5,201.49										
MID MANAGEMENT	13111	Senior Planner	M32		2,312.78	3,083.69	3,858.13										
MID MANAGEMENT		Solid Waste Superintendent	M66		2,999.58	3,999.43	4,956.65										
MID MANAGEMENT	16122	Solid Waste Supervisor	M19		2,010.62	2,680.81	3,374.65										
MID MANAGEMENT	1206	Special Asst. to the City Manager	M66		2,999.58	3,999.43	4,956.98										
MID MANAGEMENT	17115	Streets Manager	M44		2,583.41	3,444.55	4,291.14										
MID MANAGEMENT	13210	Supervising Building Inspector	M40		2,505.76	3,341.02	4,160.70										

MID MANAGEMENT	5136	Supervising Civil Engineer	M74		4,413.34	4,203.18	5,201.49									
MID MANAGEMENT	3103	Systems Administrator	M62		2,918.66	3,891.53	4,827.50									
MID MANAGEMENT	3107	Systems Analyst I	M29		2,270.11	3,026.80	3,789.84									
MID MANAGEMENT	3109	Systems Analyst II	M40		2,505.76	3,341.02	4,160.70									
MID MANAGEMENT	3112	Systems Analyst III	M51		2,712.58	3,616.77	4,497.82									
MID MANAGEMENT	19149	Technical Services Manager	M44		2,583.41	3,444.55	4,291.14									
MID MANAGEMENT	3125	Telecommunications Coordinator	M29		2,270.11	3,026.80	3,789.84									
MID MANAGEMENT	18129	Traffic Engineer	M59		3,996.22	3,805.93	4,724.79									
MID MANAGEMENT	7312	Treasury Supervisor	M11		1,845.31	2,460.39	3,110.14									
MID MANAGEMENT		Utility Services Manager	M88		3,725.21	4,966.93	6,117.99									
MID MANAGEMENT	19110	Wastewater Collections Supervisor	M14		1,898.16	2,530.88	3,194.74									
MID MANAGEMENT	19169	Wastewater Maintenance Manager	M32		2,312.78	3,083.69	3,858.13									
MID MANAGEMENT	19170	Wastewater Maintenance Supervisor	M19		2,010.62	2,680.81	3,374.65									
MID MANAGEMENT	19172	Wastewater Operations Manager	M32		2,312.78	3,083.69	3,858.13									
MID MANAGEMENT	19171	Wastewater Operations Supervisor	M14		1,898.16	2,530.88	3,194.74									
MID MANAGEMENT	20138	Water Resources Manager	M66		2,999.58	3,999.43	4,956.98									
MID MANAGEMENT	20138	Water Resources Manager	M66		2,999.58	3,999.43	4,956.98									
MID MANAGEMENT	1553	Workers' Compensation Manager	M48		2,653.40	3,538.48	4,403.07									
TOP MANAGEMENT	1202	Assistant City Manager	E11		6,280.37	7,850.45	8,635.51									
TOP MANAGEMENT	13206	Chief Financial Officer	E08		4,937.26	6,171.57	6,788.73									
TOP MANAGEMENT	19158	City Attorney	E12		5,932.50	7,415.62	8,157.70									
TOP MANAGEMENT	7215	City Clerk	E03		3,859.10	4,823.85	5,306.25									
TOP MANAGEMENT	20137	City Manager	E13		8,792.91	10,991.15	12,090.27									
TOP MANAGEMENT	1405	City Treasurer	E03		3,859.10	4,823.85	5,306.25									
TOP MANAGEMENT		Community Development Director	E08		4,937.26	6,171.57	6,788.73									
TOP MANAGEMENT	14102	Deputy City Manager	E08		4,937.26	6,171.57	6,788.73									
TOP MANAGEMENT	14313	Development Services Director	E09		5,181.50	6,476.87	7,124.58									
TOP MANAGEMENT	6102	Fire Chief	E10		5,392.80	6,740.99	7,415.10									
TOP MANAGEMENT	14308	Housing Director	E06		4,424.87	5,531.07	6,084.18									
TOP MANAGEMENT	17215	Human Resources Director	E08		4,937.26	6,171.57	6,788.73									
TOP MANAGEMENT	9118	Library Director	E06		4,424.87	6,171.57	6,788.73									
TOP MANAGEMENT	10130	Police Chief	E11		6,280.37	7,850.45	8,635.51									
TOP MANAGEMENT	11121	Public Works Director	E10		5,392.80	6,740.99	7,415.10									

City of Oxnard FY 13/14 Comprehensive Salary Schedule

Effective Date: 7/1/2013 (SEIU, Confidential Hrly, OMMA, Mgmt Conf)

Effective Date: 12/24/2013 (IUOE, OPOA, IAFF, PSM Fire, PSM Police, Top Mgt)

Revised Date: 10/24/2016

Union	Job Code	Classification Title	Salary Range	At Will	FLSA	HOURLY Step 1	HOURLY Step 2	HOURLY Step 3	HOURLY Step 4	HOURLY Step 5	HOURLY Step 6	HOURLY Step 7	HOURLY Step 8	HOURLY Step 9	HOURLY Step 10	HOURLY Step 11	HOURLY Step 12
SEIU	7102	ACCOUNT CLERK I	A14			13.7976	14.4875	15.2119	15.9725	16.7711	17.6097	18.4902	19.4147	20.3854	21.4047		
SEIU	7105	ACCOUNT CLERK II	A20			15.2935	16.0582	16.8611	17.7042	18.5894	19.5189	20.4948	21.5195	22.5955	23.7253		
SEIU	7108	ACCOUNT CLERK III	A27			16.7889	17.6283	18.5097	19.4352	20.407	21.4274	22.4988	23.6237	24.8049	26.0451		
SEIU	7120	ACCOUNTANT I	A63			22.7617	23.8998	25.0948	26.3495	27.667	29.0504	30.5029	32.028	33.6294	35.3109		
SEIU	7123	ACCOUNTANT II	A80			25.2908	26.5553	27.8831	29.2773	30.7412	32.2783	33.8922	35.5868	37.3661	39.2344		
SEIU	7114	ACCOUNTING TECHNICIAN	A45			20.2325	21.2441	22.3063	23.4216	24.5927	25.8223	27.1134	28.4691	29.8926	31.3872		
SEIU	1535	ADMINISTRATIVE ASSISTANT	A61			22.7075	23.8429	25.035	26.2868	27.6011	28.9812	30.4303	31.9518	33.5494	35.2269		
SEIU	1300	ADMINISTRATIVE SECRETARY I	A12			13.4312	14.1028	14.8079	15.5483	16.3257	17.142	17.9991	18.8991	19.8441	20.8363		
SEIU	1301	ADMINISTRATIVE SECRETARY II	A19			14.9568	15.7046	16.4898	17.3143	18.18	19.089	20.0435	21.0457	22.098	23.2029		
SEIU	1302	ADMINISTRATIVE SECRETARY III	A26			16.6187	17.4496	18.3221	19.2382	20.2001	21.2101	22.2706	23.3841	24.5533	25.781		
SEIU	4540	ADMINISTRATIVE TECHNICIAN	A36			18.166	19.0743	20.028	21.0294	22.0809	23.1849	24.3441	25.5613	26.8394	28.1814		
SEIU	7308	ASSISTANT CIVIL ENGINEER	A93			30.6409	32.1729	33.7815	35.4706	37.2441	39.1063	41.0616	43.1147	45.2704	47.5339		
SEIU	13105	ASSISTANT PLANNER	A69			23.7173	24.9032	26.1484	27.4558	28.8286	30.27	31.7835	33.3727	35.0413	36.7934		
		ASSISTANT TRAFFIC DESIGN ENGINEER	A93			30.6409	32.1729	33.7815	35.4706	37.2441	39.1063	41.0616	43.1147	45.2704	47.5339		
SEIU	13108	ASSISTANT TRAFFIC ENGINEER	A93			30.6409	32.1729	33.7815	35.4706	37.2441	39.1063	41.0616	43.1147	45.2704	47.5339		
SEIU	18117	ASSOCIATE PLANNER	A83			26.5326	27.8592	29.2522	30.7148	32.2505	33.863	35.5562	37.334	39.2007	41.1607		
SEIU	7213	ASSOCIATE TRAFFIC DESIGN ENG	A97			34.0454	35.7477	37.5351	39.4119	41.3825	43.4516	45.6242	47.9054	50.3007	52.8157		
SEIU	7210	BUYER	A40			19.7901	20.7796	21.8186	22.9095	24.055	25.2578	26.5207	27.8467	29.239	30.701		
SEIU	13203	CHEMIST	A72			24.4166	25.6374	26.9193	28.2653	29.6786	31.1625	32.7206	34.3566	36.0744	37.8781		
SEIU	1102	CIVIL ENGINEER	A97			34.0454	35.7477	37.5351	39.4119	41.3825	43.4516	45.6242	47.9054	50.3007	52.8157		
SEIU	13238	COMMUNITY SERVICE OFFICER	A34			17.9414	18.8385	19.7804	20.7694	21.8079	22.8983	24.0432	25.2454	26.5077	27.8331		
SEIU	13233	COMPUTER NETWORK ENGINEER I	A32			17.6978	18.5827	19.5118	20.4874	21.5118	22.5874	23.7168	24.9026	26.1477	27.4551		
SEIU	13240	COMPUTER NETWORK ENGINEER II	A49			20.821	21.8621	22.9552	24.103	25.3082	26.5736	27.9023	29.2974	30.7623	32.3004		
SEIU	13125	COMPUTER NETWORK ENGINEER III	A78			24.9851	26.2344	27.5461	28.9234	30.3696	31.8881	33.4825	35.1566	36.9144	38.7601		
SEIU	14147	COMPUTER OPERATOR	A49			20.821	21.8621	22.9552	24.103	25.3082	26.5736	27.9023	29.2974	30.7623	32.3004		
SEIU	2108	CONSTRUCTION PROJ COORDINATOR	A61			22.7075	23.8429	25.035	26.2868	27.6011	28.9812	30.4303	31.9518	33.5494	35.2269		
SEIU	9214	CRIME ANALYSIS DATA TECHNICIAN	A34			17.9414	18.8385	19.7804	20.7694	21.8079	22.8983	24.0432	25.2454	26.5077	27.8331		
SEIU	3119	CRIME ANALYST I	A48			20.7017	21.7368	22.8236	23.9648	25.163	26.4212	27.7423	29.1294	30.5859	32.1152		
SEIU	3118	CRIME ANALYST II	A64			23.002	24.1521	25.3597	26.6277	27.9591	29.3571	30.825	32.3663	33.9846	35.6838		
SEIU	3117	CROSSING GUARD	A00			8.4378	8.8597	9.3027	9.7678	10.2562	10.769	11.3075	11.8729	12.4665	13.0898		
SEIU	13227	CUSTOMER SERVICE ACCT TECH	A45			20.2325	21.2441	22.3063	23.4216	24.5927	25.8223	27.1134	28.4691	29.8926	31.3872		
SEIU	16111	CUSTOMER SERVICE REP I	A14			13.7976	14.4875	15.2119	15.9725	16.7711	17.6097	18.4902	19.4147	20.3854	21.4047		
SEIU	7211	CUSTOMER SERVICE REP II	A20			15.2935	16.0582	16.8611	17.7042	18.5894	19.5189	20.4948	21.5195	22.5955	23.7253		
SEIU	14121	DATA ENTRY OPERATOR I	A14			13.7976	14.4875	15.2119	15.9725	16.7711	17.6097	18.4902	19.4147	20.3854	21.4047		
SEIU	14120	DATA ENTRY OPERATOR II	A20			15.2935	16.0582	16.8611	17.7042	18.5894	19.5189	20.4948	21.5195	22.5955	23.7253		
SEIU	7141	DRAFT/GRAPH TECHNICIAN I	A41			19.8066	20.7969	21.8367	22.9285	24.0749	25.2786	26.5425	27.8696	29.2631	30.7263		
SEIU	7138	DRAFT/GRAPH TECHNICIAN II	A57			22.0073	23.1077	24.2631	25.4763	26.7501	28.0876	29.492	30.9666	32.5149	34.1406		
SEIU	1306	ENGINEER	A97			34.0454	35.7477	37.5351	39.4119	41.3825	43.4516	45.6242	47.9054	50.3007	52.8157		
SEIU	1308	ENGINEERING TECHNICIAN I	A41			19.8066	20.7969	21.8367	22.9285	24.0749	25.2786	26.5425	27.8696	29.2631	30.7263		
SEIU	7219	ENGINEERING TECHNICIAN I/SURVEY CREW	A41			19.8066	20.7969	21.8367	22.9285	24.0749	25.2786	26.5425	27.8696	29.2631	30.7263		
SEIU	4534	ENGINEERING TECHNICIAN II	A57			22.0073	23.1077	24.2631	25.4763	26.7501	28.0876	29.492	30.9666	32.5149	34.1406		
SEIU	9160	ENGINEERING TECHNICIAN II/SURVEY CREW	A57			22.0073	23.1077	24.2631	25.4763	26.7501	28.0876	29.492	30.9666	32.5149	34.1406		
SEIU	14315	EVENT ATTENDANT III	A36			18.166	19.0743	20.028	21.0294	22.0809	23.1849	24.3441	25.5613	26.8394	28.1814		
SEIU	5114	EVENT COORDINATOR	A46			20.4367	21.4585	22.5314	23.658	24.8409	26.0829	27.387	28.7564	30.1942	31.7039		
SEIU	4203	EVIDENCE TECHNICIAN I	A53			21.3918	22.4614	23.5845	24.7637	26.0019	27.302	28.6671	30.1005	31.6055	33.1858		
SEIU	13201	EVIDENCE TECHNICIAN II	A68			23.692	24.8766	26.1204	27.4264	28.7977	30.2376	31.7495	33.337	35.0039	36.7541		
SEIU	7126	GEOGRAPH INFO SYSTEMS TECH I	A50			20.9072	21.9526	23.0502	24.2027	25.4128	26.6834	28.0176	29.4185	30.8894	32.4339		
SEIU	7129	GEOGRAPH INFO SYSTEMS TECH II	A70			23.8428	25.0349	26.2866	27.6009	28.9809	30.4299	31.9514	33.549	35.2265	36.9878		

SEIU	7204	GRANTS SPECIALIST I	A63			22.7617	23.8998	25.0948	26.3495	27.667	29.0504	30.5029	32.028	33.6294	35.3109		
SEIU	14311	GRANTS SPECIALIST II	A80			25.2908	26.5553	27.8831	29.2773	30.7412	32.2783	33.8922	35.5868	37.3661	39.2344		
SEIU	14304	HOUSING CONTRACT ADMIN	A61			22.7075	23.8429	25.035	26.2868	27.6011	28.9812	30.4303	31.9518	33.5494	35.2269		
SEIU	14302	HOUSING ENGINEER	A89			28.7244	30.1606	31.6686	33.252	34.9146	36.6603	38.4933	40.418	42.4389	44.5608		
SEIU	17207	HOUSING SPECIALIST I	A44			20.1721	21.1807	22.2397	23.3517	24.5193	25.7453	27.0326	28.3842	29.8034	31.2936		
SEIU	17209	HOUSING SPECIALIST II	A59			22.4136	23.5343	24.711	25.9466	27.2439	28.6061	30.0364	31.5382	33.1151	34.7709		
SEIU	17212	HOUSING SPECIALIST TRAINEE	A33			17.9309	18.8274	19.7688	20.7572	21.7951	22.8849	24.0291	25.2306	26.4921	27.8167		
SEIU	15201	JUNIOR CIVIL ENGINEER	A85			27.2364	28.5982	30.0281	31.5295	33.106	34.7613	36.4994	38.3244	40.2406	42.2526		
SEIU	7134	JUNIOR PLANNER	A52			21.082	22.1361	23.2429	24.405	25.6253	26.9066	28.2519	29.6645	31.1477	32.7051		
SEIU	7124	LABORATORY ASSISTANT	A40			19.7901	20.7796	21.8186	22.9095	24.055	25.2578	26.5207	27.8467	29.239	30.701		
SEIU	15202	LABORATORY TECHNICIAN	A56			21.975	23.0738	24.2275	25.4389	26.7108	28.0463	29.4486	30.921	32.4671	34.0905		
SEIU	9112	LIBRARIAN I	A47			20.456	21.4788	22.5527	23.6803	24.8643	26.1075	27.4129	28.7835	30.2227	31.7338		
SEIU	9211	LIBRARIAN II	A62			22.7288	23.8652	25.0585	26.3114	27.627	29.0084	30.4588	31.9817	33.5808	35.2598		
SEIU	5127	LIBRARIAN III	A79			25.0016	26.2517	27.5643	28.9425	30.3896	31.9091	33.5046	35.1798	36.9388	38.7857		
SEIU	9159	LIBRARY AIDE I	A15			13.9098	14.6053	15.3356	16.1024	16.9075	17.7529	18.6405	19.5725	20.5511	21.5787		
SEIU	9114	LIBRARY AIDE II	A21			15.4056	16.1759	16.9847	17.8339	18.7256	19.6619	20.645	21.6773	22.7612	23.8993		
SEIU	9123	LIBRARY AIDE III	A28			16.9012	17.7463	18.6336	19.5653	20.5436	21.5708	22.6493	23.7818	24.9709	26.2194		
SEIU	9208	LITERACY COORDINATOR	A47			20.456	21.4788	22.5527	23.6803	24.8643	26.1075	27.4129	28.7835	30.2227	31.7338		
SEIU	9202	MAIL CLERK	A15			13.9098	14.6053	15.3356	16.1024	16.9075	17.7529	18.6405	19.5725	20.5511	21.5787		
SEIU	1555	MISSING PERSONS SPECIALIST	A34			17.9414	18.8385	19.7804	20.7694	21.8079	22.8983	24.0432	25.2454	26.5077	27.8331		
SEIU	20128	NEIGHBORHOOD SERVICES COORDINATOR	A61			22.7075	23.8429	25.035	26.2868	27.6011	28.9812	30.4303	31.9518	33.5494	35.2269		
SEIU	20129	OFFICE ASSISTANT I	A10			12.4141	13.0348	13.6865	14.3708	15.0893	15.8438	16.636	17.4678	18.3412	19.2583		
SEIU	1310	OFFICE ASSISTANT II	A15			13.9098	14.6053	15.3356	16.1024	16.9075	17.7529	18.6405	19.5725	20.5511	21.5787		
SEIU	1305	OUTREACH/EDUCATION SPECIALIST	A61			22.7075	23.8429	25.035	26.2868	27.6011	28.9812	30.4303	31.9518	33.5494	35.2269		
SEIU	10125	PERMIT TECHNICIAN	A55			21.9126	23.0082	24.1586	25.3665	26.6348	27.9665	29.3648	30.833	32.3747	33.9934		
SEIU	10108	PLAN CHECK ENGINEER	A97			34.0454	35.7477	37.5351	39.4119	41.3825	43.4516	45.6242	47.9054	50.3007	52.8157		
SEIU	101114	PLANS EXAMINER I	A66			23.2017	24.3618	25.5799	26.8589	28.2018	29.6119	31.0925	32.6471	34.2795	35.9935		
SEIU	101116	PLANS EXAMINER II	A81			25.7797	27.0687	28.4221	29.8432	31.3354	32.9022	34.5473	36.2747	38.0884	39.9928		
SEIU	6144	POLICE RECORDS TECHNICIAN I	A11			13.05	13.7025	14.3876	15.107	15.8624	16.6555	17.4883	18.3627	19.2808	20.2448		
SEIU	4543	POLICE RECORDS TECHNICIAN II	A17			14.5456	15.2729	16.0365	16.8383	17.6802	18.5642	19.4924	20.467	21.4904	22.5649		
SEIU	6123	POLICE RECORDS TECHNICIAN III	A24			16.0411	16.8432	17.6854	18.5697	19.4982	20.4731	21.4968	22.5716	23.7002	24.8852		
SEIU	1547	POLICE WORD PROCESSOR I	A23			15.7046	16.4898	17.3143	18.18	19.089	20.0435	21.0457	22.098	23.2029	24.363		
SEIU	1550	POLICE WORD PROCESSOR II	A30			17.2002	18.0602	18.9632	19.9114	20.907	21.9524	23.05	24.2025	25.4126	26.6832		
SEIU	20117	POLICE WORD PROCESSOR III	A38			18.696	19.6308	20.6123	21.6429	22.725	23.8613	25.0544	26.3071	27.6225	29.0036		
SEIU	20152	PROGRAMMER ANALYST	A86			27.8864	29.2807	30.7447	32.2819	33.896	35.5908	37.3703	39.2388	41.2007	43.2607		
SEIU	20149	PROPERTY & EVIDENCE CUSTODIAN	A68			23.692	24.8766	26.1204	27.4264	28.7977	30.2376	31.7495	33.337	35.0039	36.7541		
SEIU	8302	PURCHASING CLERK	A20			15.2935	16.0582	16.8611	17.7042	18.5894	19.5189	20.4948	21.5195	22.5955	23.7252		
SEIU	1304	RECREATION/HUMAN SERV COORD	A42			19.9512	20.9488	21.9962	23.096	24.2508	25.4633	26.7365	28.0733	29.477	30.9509		
SEIU	15229	RECREATION/HUMAN SERV LDR III	A21			15.4056	16.1759	16.9847	17.8339	18.7256	19.6619	20.645	21.6773	22.7612	23.8993		
SEIU	5701	REHAB LOAN ASSISTANT	A33			17.9309	18.8274	19.7688	20.7572	21.7951	22.8849	24.0291	25.2306	26.4921	27.8167		
SEIU	2212	REHAB LOAN SPECIALIST	A74			24.6549	25.8876	27.182	28.5411	29.9682	31.4666	33.0399	34.6919	36.4265	38.2478		
SEIU	5107	RESIDENT SERVICES ASSISTANT	A59			22.4136	23.5343	24.711	25.9466	27.2439	28.6061	30.0364	31.5382	33.1151	34.7709		
SEIU	12115	RESIDENT SERVICES COORDINATOR	A74			24.6549	25.8876	27.182	28.5411	29.9682	31.4666	33.0399	34.6919	36.4265	38.2478		
SEIU	13119	REVENUE COLLECTION TECHNICIAN	A45			20.2325	21.2441	22.3063	23.4216	24.5927	25.8223	27.1134	28.4691	29.8926	31.3872		
SEIU	5124	SEX REGISTRANT SPECIALIST	A34			17.9414	18.8385	19.7804	20.7694	21.8079	22.8983	24.0432	25.2454	26.5077	27.8331		
SEIU	14214	SR ADMINISTRATIVE SECRETARY	A35			17.9481	18.8455	19.7878	20.7772	21.8161	22.9069	24.0522	25.2548	26.5175	27.8434		
SEIU	14117	SR CIVIL ENGINEER	A99			38.812	40.7526	42.7902	44.9297	47.1762	49.535	52.0118	54.6124	57.343	60.2102		
SEIU	14223	SR CUSTOMER SERVICE REP	A27			16.7889	17.6283	18.5097	19.4352	20.407	21.4274	22.4988	23.6237	24.8049	26.0451		
SEIU	14202	SR ENGINEERING TECHNICIAN	A76			24.9782	26.2271	27.5385	28.9154	30.3612	31.8793	33.4733	35.147	36.9044	38.7496		
SEIU	14170	SR ENGR TECH/SURVEY CHIEF	A76			24.9782	26.2271	27.5385	28.9154	30.3612	31.8793	33.4733	35.147	36.9044	38.7496		
SEIU	12114	SR HOUSING SPECIALIST	A74			24.6549	25.8876	27.182	28.5411	29.9682	31.4666	33.0399	34.6919	36.4265	38.2478		
SEIU	13230	SR PLANS EXAMINER	A87			28.3574	29.7753	31.2641	32.8273	34.4687	36.1921	38.0017	39.9018	41.8969	43.9917		
SEIU	14748	SR TRAFFIC SERVICE ASST	A16			16.5376	17.3645	18.2327	19.1443	20.1015	21.1066	22.1619	23.27	24.4335	25.6552		
SEIU	4205	TRAFFIC SERVICE ASST I	A13			13.0732	13.7269	14.4132	15.1339	15.8906	16.6851	17.5194	18.3954	19.3152	20.281		
SEIU	16102	TRAFFIC SERVICE ASST II	A18			14.3805	15.0995	15.8545	16.6472	17.4796	18.3536	19.2713	20.2349	21.2466	22.3089		

SEIU	16103	VICTIM SERVICES SPECIALIST	A59		22.4136	23.5343	24.711	25.9466	27.2439	28.6061	30.0364	31.5382	33.1151	34.7709		
SEIU	19143	WORD PROCESSOR I	A23		15.7046	16.4898	17.3143	18.18	19.089	20.0435	21.0457	22.098	23.2029	24.363		
SEIU	1206	WORD PROCESSOR II	A30		17.2002	18.0602	18.9632	19.9114	20.907	21.9524	23.05	24.2025	25.4126	26.6832		
SEIU	4529	WORD PROCESSOR III	A38		18.696	19.6308	20.6123	21.6429	22.725	23.8613	25.0544	26.3071	27.6225	29.0036		
IUOE	12122	ANIMAL SAFETY OFFICER	BDI		18.0795	19.0015	19.9706	20.9899	22.0607	23.1858	24.3684					
IUOE	3104	BUILDING INSPECTOR I	BGL		24.4903	25.7393	27.052	28.4317	29.8817	31.4057	33.0073					
IUOE	14314	BUILDING INSPECTOR II	BHK		27.0527	28.4324	29.8825	31.4065	33.0092	34.6927	36.4628					
IUOE	1208	CODE COMPLIANCE INSPECTOR I	BFO		22.5039	23.6515	24.8578	26.1255	27.4579	28.8583	30.3322					
IUOE	5110	CODE COMPLIANCE INSPECTOR II	BGP		24.8583	26.1261	27.4585	28.8589	30.3307	31.8792	33.5054					
IUOE	14126	CONSTRUCTION INSPECTOR I	BGL		24.4903	25.7393	27.052	28.4317	29.8817	31.4057	33.0073					
IUOE	2114	CONSTRUCTION INSPECTOR II	BHK		27.0527	28.4324	29.8825	31.4065	33.0092	34.6927	36.4628					
IUOE	14200	CONTAINER SERVICE WORKER	BDI		18.0795	19.0015	19.9706	20.9899	22.0607	23.1858	24.3684					
IUOE	13226	CUSTODIAN	BAQ		13.9586	14.6704	15.4186	16.2052	17.0317	17.9009	18.8138					
IUOE	7144	ELECTRICAL INSPECTOR	BIO		30.4836	32.0382	33.6722	35.3895	37.1943	39.0912	41.0866					
IUOE	6010	ELECTRICIAN/INSTRUMENTATION TE	BHF		26.4537	27.8028	29.2208	30.7119	32.2782	33.9249	35.6551					
IUOE	4518	EQUIPMENT OPERATOR	BDU		19.002	19.9711	20.9896	22.06	23.1851	24.3684	25.6117					
IUOE	5133	FAC MAINT WORKER I	BCE		16.2854	17.116	17.9889	18.9063	19.8706	20.884	21.949					
IUOE	5115	FAC MAINT WORKER II	BGJ		17.7235	18.6274	19.5774	20.5759	21.6252	22.7291	23.8885					
IUOE	11169	FLEET SERVICES MAINT WORKER	BCC		15.8859	16.6961	17.5476	18.4425	19.3831	20.3716	21.4117					
IUOE	6129	FLEET SERVICES MECHANIC I	BFU		23.1858	24.3684	25.6112	26.9173	28.2901	29.7342	31.2511					
IUOE	6159	FLEET SERVICES MECHANIC II	BGJ		24.3684	25.6111	26.9173	28.2901	29.7329	31.2511	32.8452					
IUOE	7132	GRAFFITI ACTION COORDINATOR	BFU		23.1858	24.3684	25.6112	26.9173	28.2901	29.7342	31.2511					
IUOE	14320	GROUNDWORKER I	BCA		15.9647	16.7789	17.6346	18.534	19.4798	20.4736	21.5177					
IUOE	14305	GROUNDWORKER II	BDA		17.3745	18.2605	19.1918	20.1706	21.1998	22.281	23.4177					
IUOE	14300	HOUSING INSPECTOR	BDU		19.002	19.9711	20.9896	22.06	23.1851	24.3684	25.6117					
IUOE	5128	HVAC TECHNICIAN	BES		20.9899	22.0603	23.1854	24.3679	25.6117	26.9179	28.2913					
IUOE	3113	INSTRUMENTATION TECHNICIAN	BHF		26.4537	27.8028	29.2208	30.7119	32.2782	33.9249	35.6551					
IUOE	9105	MAINTENANCE CARPENTER	BEQ		20.7821	21.842	22.9559	24.1267	25.3571	26.6504	28.0111					
IUOE	9102	MAINTENANCE ELECTRICIAN	BES		20.9899	22.0603	23.1854	24.3679	25.6117	26.9179	28.2913					
IUOE	12105	MAINTENANCE PLUMBER	BEQ		20.7821	21.842	22.9559	24.1267	25.3571	26.6504	28.0111					
IUOE	12109	MAINTENANCE WORKER TRAINEE	BAK		13.5479	14.2388	14.965	15.7282	16.5304	17.3734	18.2595					
IUOE	6150	METER READER	BDA		17.3745	18.2605	19.1918	20.1706	21.1998	22.281	23.4177					
IUOE	3102	METER REPAIR WORKER	BDK		18.2605	19.1917	20.1705	21.1992	22.2804	23.4167	24.6109					
IUOE	13205	PLUMBING AND MECHANICAL INSPECTOR	BIO		30.4836	32.0382	33.6722	35.3895	37.1943	39.0912	41.0866					
IUOE	20120	POWER PRODUCTION OPERATOR I	BEL		20.2213	21.2526	22.3364	23.4756	24.6728	25.9312	27.2537					
IUOE	8202	POWER PRODUCTION OPERATOR II	BFM		22.3369	23.4761	24.6733	25.9317	27.2542	28.6442	30.1067					
IUOE	15223	REHAB CONSTRUCT SPECIALIST I	BGD		23.652	24.8582	26.126	27.4584	28.8588	30.3306	31.8775					
IUOE	15230	REHABILITATION CONSTRUCTION SPECIALIST II	BHC		26.1266	27.459	28.8594	30.3313	31.8782	33.5039	35.2146					
IUOE	5121	SOLID WASTE COMPLIANCE SPEC	BFJ		22.0601	23.1852	24.3676	25.6104	26.9165	28.2893	29.7319					
IUOE	13205	SOLID WASTE EQUIP OPER II	BDI		18.0795	19.0015	19.9706	20.9899	22.0607	23.1858	24.3684					
IUOE	14156	SOLID WASTE TRANS OPERATOR	BEI		19.971	20.9895	22.06	23.185	24.3684	25.6111	26.9179					
IUOE	14227	SOURCE CONTROL INSPECTOR	BGB		23.5349	24.7352	25.9967	27.3225	28.7159	30.1804	31.7196					
IUOE	14110	SOURCE CONTROL TECHNICIAN	BFU		23.1858	24.3684	25.6112	26.9173	28.2901	29.7342	31.2511					
IUOE	14217	SR ANIMAL SAFETY OFFICER	BEI		19.971	20.9895	22.06	23.185	24.3684	25.6111	26.9179					
IUOE	14108	SR CODE COMPLIANCE INSPECTOR	BHN		27.4592	28.8596	30.3314	31.8783	33.5041	35.2128	37.0108					
IUOE	14111	SR CONSTRUCTION INSPECTOR	BIJ		29.8831	31.4071	33.0089	34.6923	36.4616	38.3212	40.2777					
IUOE	6117	SR CUSTODIAN	BBQ		15.8874	16.6913	17.5426	18.4372	19.3775	20.3658	21.4056					
IUOE	14171	SR FACILITIES MAINT WORKER	BFU		23.1858	24.3684	25.6112	26.9173	28.2901	29.7342	31.2511					
IUOE	14172	SR FLEET SERVICES MECHANIC	BGV		25.6117	26.9179	28.2907	29.7335	31.2499	32.8437	34.5208					
IUOE	19138	SR GROUNDWORKER	BEA		19.1919	20.1707	21.1994	22.2805	23.4169	24.6121	25.8687					
IUOE	11167	SR HOUSING MAINTENANCE WORKER	BFF		21.6258	22.7291	23.8883	25.1066	26.3877	27.7342	29.1484					
IUOE	3115	SR METER READER	BEA		19.1919	20.1707	21.1994	22.2805	23.4169	24.6121	25.8687					
IUOE	13229	SR METER REPAIRER WORKER	BEK		20.171	21.1997	22.2809	23.4172	24.6115	25.8667	27.1859					
IUOE	2124	SR STREET MAINT WORKER	BEM		20.3726	21.4116	22.5036	23.6512	24.8575	26.1252	27.4592					
IUOE	14138	SR TREE TRIMMER	BEM		20.3726	21.4116	22.5036	23.6512	24.8575	26.1252	27.4592					

IUOE	14141	SR WASTEWATER COLLECT OPERATOR	BEM		20.3726	21.4116	22.5036	23.6512	24.8575	26.1252	27.4592						
IUOE	14144	SR WASTEWATER ENVIR SPECIALIST	BHN		27.4592	28.8596	30.3314	31.8783	33.5041	35.2128	37.0108						
IUOE	3111	SR WASTEWATER MECHANIC	BGJ		24.3684	25.6111	26.9173	28.2901	29.7329	31.2511	32.8452						
IUOE	14211	SR WASTEWATER OPERATOR	BGN		24.674	25.9323	27.2549	28.6449	30.1058	31.6412	33.2565						
IUOE	4539	SR WATER DISTRIBUTION OPERATOR	BFA		21.1998	22.281	23.4173	24.6116	25.8668	27.186	28.5741						
IUOE	19111	SR WATER TREATMENT OPERATOR	BGP		24.8583	26.1261	27.4585	28.8589	30.3307	31.8792	33.5054						
IUOE	19114	STREET MAINTENANCE WORKER I	BBS		15.8066	16.6127	17.46	18.3504	19.2863	20.2699	21.3047						
IUOE	8313	STREET MAINTENANCE WORKER II	BCS		17.2022	18.0795	19.002	19.971	20.9899	22.0607	23.1858						
IUOE	16127	TIRE REPAIRER	BCC		15.8859	16.6961	17.5476	18.4425	19.3831	20.3716	21.4117						
IUOE	4201	TRAFFIC SAFETY MAINT WKR	BCS		17.2022	18.0795	19.002	19.971	20.9899	22.0607	23.1858						
IUOE	13217	TRAFFIC SIGNAL REPAIRER I	BDU		19.002	19.9711	20.9896	22.06	23.1851	24.3684	25.6117						
IUOE	13219	TRAFFIC SIGNAL REPAIRER II	BES		20.9899	22.0603	23.1854	24.3679	25.6117	26.9179	28.2913						
IUOE	9116	TRAFFIC SIGNAL TECHNICIAN	BHE		25.8703	27.1897	28.5764	30.0338	31.5655	33.1753	34.8693						
IUOE	9117	TRANSPORT OPERATOR	BFU		23.1858	24.3684	25.6112	26.9173	28.2901	29.7342	31.2511						
IUOE	9304	TREATMENT PLANT ELECTRICIAN	BFU		23.1858	24.3684	25.6112	26.9173	28.2901	29.7342	31.2511						
IUOE	7310	TREE TRIMMER I	BCM		16.6962	17.5477	18.4426	19.3832	20.3718	21.4107	22.5027						
IUOE	12104	TREE TRIMMER II	BDO		18.4431	19.3837	20.3722	21.4112	22.5032	23.6509	24.8571						
IUOE	3120	WASTEWATER COLLECT OPERATOR I	BCS		17.2022	18.0795	19.002	19.971	20.9899	22.0607	23.1858						
IUOE	34132	WASTEWATER COLLECT OPERATOR II	BDU		19.002	19.9711	20.9896	22.06	23.1851	24.3684	25.6117						
IUOE	5705	WASTEWATER ENVIRONMENTAL SPEC	BHC		26.1266	27.459	28.8594	30.3313	31.8782	33.5039	35.2146						
IUOE	5710	WASTEWATER MECHANIC I	BES		20.9899	22.0603	23.1854	24.3679	25.6117	26.9179	28.2913						
IUOE	5725	WASTEWATER MECHANIC II	BFU		23.1858	24.3684	25.6112	26.9173	28.2901	29.7342	31.2511						
IUOE	5750	WASTEWATER OPERATOR IN TRAINING	BCO		16.863	17.7235	18.6274	19.5774	20.5758	21.6252	22.7281						
IUOE	34125	WASTEWATER OPERATOR I	BEE		19.5777	20.5763	21.6257	22.7286	23.8877	25.1069	26.3874						
IUOE	34125	WASTEWATER OPERATOR II	BFF		21.6258	22.7291	23.8883	25.1066	26.3877	27.7342	29.1484						
IUOE	34121	WASTEWATER OPERATOR III	BFQ		22.7288	23.888	25.1063	26.3867	27.7324	29.1468	30.6348						
IUOE	5715	WATER CONSERV/OUTREACH COORD	BHK		27.0527	28.4324	29.8825	31.4065	33.0092	34.6927	36.4628						
IUOE	37900	WATER CONSERV/OUTREACH TECH	BBS		15.8066	16.6127	17.46	18.3504	19.2863	20.2699	21.3047						
IUOE	16112	WATER DISTRIBUTION OPERATOR I	BCI		16.3673	17.2021	18.0794	19.0014	19.9705	20.9899	22.0607						
IUOE	20151	WATER DISTRIBUTION OPERATOR II	BDI		18.0795	19.0015	19.9706	20.9899	22.0607	23.1858	24.3684						
IUOE	14124	WATER REGULATORY COMPLIANCE COORDINATOR	BHK		27.0527	28.4324	29.8825	31.4065	33.0092	34.6927	36.4628						
IUOE	16117	WATER REGULATORY COMPLIANCE TECHNICIAN I	BFJ		22.0601	23.1852	24.3676	25.6104	26.9165	28.2893	29.7319						
IUOE	16105	WATER REGULATORY COMPLIANCE TECHNICIAN II	BGJ		24.3684	25.6111	26.9173	28.2901	29.7329	31.2511	32.8452						
IUOE	16108	WATER TREATMENT OPERATOR I	BEM		20.3726	21.4116	22.5036	23.6512	24.8575	26.1252	27.4592						
IUOE	16112	WATER TREATMENT OPERATOR II	BFD		21.4117	22.5037	23.6514	24.8577	26.1254	27.4578	28.8598						
IUOE	19142	WATER TREATMENT OPERATOR III	BFO		22.5039	23.6515	24.8578	26.1255	27.4579	28.8583	30.3322						
UNREPRESENTED HRLY CONFIDENTIAL	11136	Accountant II Confidential	C80		26.5108	27.8363	29.2282										
UNREPRESENTED HRLY CONFIDENTIAL	11137	Accounting Technician Confidential	C67		21.0736	22.1273	23.2336										
UNREPRESENTED HRLY CONFIDENTIAL	1538	Administrative Assistant Confidential	C70		24.1008	25.3058	26.5711										
UNREPRESENTED HRLY CONFIDENTIAL	1309	Administrative Legal Assistant	C70		24.1008	25.3058	26.5711										
UNREPRESENTED HRLY CONFIDENTIAL	1300	Administrative Legal Secretary I	C25		15.2873	16.0517	16.8542										
UNREPRESENTED HRLY CONFIDENTIAL	1301	Administrative Legal Secretary II	C35		16.9857	17.835	18.7267										
UNREPRESENTED HRLY CONFIDENTIAL	1302	Administrative Legal Secretary III	C70		18.873	19.8167	20.8075										
UNREPRESENTED HRLY CONFIDENTIAL	11147	Administrative Secretary I Confidential	C15		14.2871	15.0015	15.7515										
UNREPRESENTED HRLY CONFIDENTIAL	11138	Administrative Secretary II Confidential	C30		15.8745	16.6682	17.5016										
UNREPRESENTED HRLY CONFIDENTIAL	14119	Administrative Services Assistant	C70		24.1008	25.3058	26.5711										
UNREPRESENTED HRLY CONFIDENTIAL	12122	Administrative Technician	C60		19.2756	20.2394	21.2513										
UNREPRESENTED HRLY CONFIDENTIAL	13213	Employee Relations Coordinator	C67		21.0736	22.1273	23.2336										
UNREPRESENTED HRLY CONFIDENTIAL	19163	Executive Assistant I	C80		26.5108	27.8363	29.2282										
UNREPRESENTED HRLY CONFIDENTIAL	12110	Executive Assistant II	C85		27.8363	29.2281	30.6895										
UNREPRESENTED HRLY CONFIDENTIAL	5118	Human Resources Technician	C70		24.1008	25.3058	26.5711										
UNREPRESENTED HRLY CONFIDENTIAL	15226	Office Assistant I Confidential	C10		13.1757	13.8345	14.5262										
UNREPRESENTED HRLY CONFIDENTIAL	11135	Office Assistant II Confidential	C20		14.7632	15.5014	16.2764										
UNREPRESENTED HRLY CONFIDENTIAL	12126	Paralegal	C75		25.3058	25.8713	27.1648										
UNREPRESENTED HRLY CONFIDENTIAL	1304	Safety Specialist	C72		24.0558	25.2586	26.5215										

[illegible]

MID MANAGEMENT	16129	Environmental Svcs Superintendent	M66		2,999.58	3,999.43	4,956.98										
MID MANAGEMENT	6159	Facilities Maintenance Supervisor	M19		2,010.62	2,680.81	3,374.65										
MID MANAGEMENT	7126	Financial Analyst I	M14		1,898.16	2,530.88	3,194.74										
MID MANAGEMENT	7129	Financial Analyst II	M22		2,086.73	2,782.30	3,496.42										
MID MANAGEMENT	7132	Financial Analyst III	M29		2,270.11	3,026.80	3,789.84										
MID MANAGEMENT	7202	Financial Services Manager	M48		2,653.40	3,537.84	4,403.07										
MID MANAGEMENT	17219	Fleet Services Manager	M44		2,583.41	3,444.55	4,291.14										
MID MANAGEMENT	17212	Fleet Services Mechanic Supervisor	M16		1,928.34	2,571.09	3,168.37										
MID MANAGEMENT	17215	Fleet Services Operations Manager	M19		2,010.62	2,680.81	3,374.65										
MID MANAGEMENT	3113	Geographic Info Systems Coordinator	M51		2,712.58	3,616.77	4,497.82										
MID MANAGEMENT	7134	Grants Coordinator	M36		3,370.28	3,209.79	4,009.42										
MID MANAGEMENT	9150	Homeless Assistance Prog Coord	M29		2,270.11	3,026.80	3,789.84										
MID MANAGEMENT	9160	Housing Financial Officer	M48		2,653.40	3,537.84	4,403.07										
MID MANAGEMENT	9123	Housing Maintenance Superintendent	M38		2,458.48	3,277.97	4,091.22										
MID MANAGEMENT	9121	Housing Maintenance Supervisor	M14		1,898.16	2,530.88	3,194.74										
MID MANAGEMENT	9118	Housing Moderization Superintendent	M38		2,458.48	3,277.97	4,091.22										
MID MANAGEMENT	9132	Housing Program Supervisor	M29		2,270.11	3,026.80	3,789.84										
MID MANAGEMENT	9208	Housing Programs Manager	M51		2,712.58	3,616.77	4,497.82										
MID MANAGEMENT	9202	Housing Rehabilitation Prog Manager	M38		2,458.48	3,277.97	4,091.22										
MID MANAGEMENT	12115	Human Resources Manager	M66		2,999.58	3,999.43	4,956.98										
MID MANAGEMENT	5117	Human Resources Manager	M66		2,999.58	3,999.44	4,956.98										
MID MANAGEMENT	20127	Laboratory Supervisor	M26		2,203.78	2,938.38	3,683.74										
MID MANAGEMENT	1310	Law Office Manager	M19		2,010.62	2,680.81	3,374.65										
MID MANAGEMENT	15205	Law Office Manager	M19		2,010.62	2,680.82	3,374.65										
MID MANAGEMENT	1204	Legislative Affairs Manager	M40		2,505.76	3,341.02	4,160.70										
MID MANAGEMENT	15126	Leisure and Recreation Supt	M48		2,653.40	3,537.84	4,403.07										
MID MANAGEMENT	10116	Library Circulation Supervisor	M14		1,898.16	2,530.88	3,194.74										
MID MANAGEMENT	10127	Library Services Supervisor	M26		2,203.78	2,938.38	3,683.74										
MID MANAGEMENT	4543	Maintenance Services Manager	M85		3,553.18	4,737.54	5,842.74										
MID MANAGEMENT	7136	Management Accountant/Auditor	M29		2,270.11	3,026.80	3,789.84										
MID MANAGEMENT	1544	Management Analyst I	M14		1,898.16	2,530.88	3,194.74										
MID MANAGEMENT	1547	Management Analyst II	M22		2,086.73	2,782.30	3,496.42										
MID MANAGEMENT	1550	Management Analyst III	M29		2,270.11	3,026.80	3,789.84										
MID MANAGEMENT	12102	Management Analyst III	M29		2,270.11	3,026.81	3,789.84										
MID MANAGEMENT	3110	Network Services Coordinator	M14		1,898.16	2,530.88	3,194.74										
MID MANAGEMENT	15223	Parks Maintenance Supervisor	M14		1,898.16	2,530.88	3,194.74										
MID MANAGEMENT	15230	Parks Manager	M44		2,583.41	3,444.55	4,291.14										
MID MANAGEMENT	13119	Planning & Envirn Svcs Manager	M81		4,612.47	4,392.83	5,428.29										
MID MANAGEMENT	14118	Police Financial Manager	M48		2,653.40	3,537.84	4,403.07										
MID MANAGEMENT	14115	Police Records Manager	M40		2,505.76	3,341.02	4,160.70										
MID MANAGEMENT	14117	Police Records Supervisor	M11		1,845.31	2,460.39	3,110.14										
MID MANAGEMENT	13114	Principal Planner	M44		2,583.41	3,444.55	4,291.14										
MID MANAGEMENT	13230	Project Manager	M40		2,505.76	3,341.02	4,160.70										
MID MANAGEMENT	2125	Public Information Officer	M38		2,458.48	3,277.97	4,091.22										
MID MANAGEMENT	3111	Public Safety Info Tech Manager	M62		2,918.66	3,891.53	4,827.50										
MID MANAGEMENT	13221	PW Construction Project Manager	M38		2,458.48	3,277.97	4,091.22										
MID MANAGEMENT	15123	Recreation Supervisor	M19		2,010.62	2,680.81	3,374.65										
MID MANAGEMENT	16128	Recycling Manager	M36		3,370.28	3,209.79	4,009.42										
MID MANAGEMENT	4201	Redevelopment Project Manager	M40		2,505.76	3,341.02	4,160.70										
MID MANAGEMENT	4205	Redevelopment Services Manager	M74		4,413.34	4,203.18	5,201.49										
MID MANAGEMENT	13111	Senior Planner	M32		2,312.78	3,083.69	3,858.13										
MID MANAGEMENT	16122	Solid Waste Supervisor	M19		2,010.62	2,680.81	3,374.65										
MID MANAGEMENT	1206	Special Asst. to the City Manager	M66		2,999.58	3,999.43	4,956.98										
MID MANAGEMENT	17115	Streets Manager	M44		2,583.41	3,444.55	4,291.14										
MID MANAGEMENT	13210	Supervising Building Inspector	M40		2,505.76	3,341.02	4,160.70										

MID MANAGEMENT	5136	Supervising Civil Engineer	M74			4,413.34	4,203.18	5,201.49								
MID MANAGEMENT	3103	Systems Administrator	M62			2,918.66	3,891.53	4,827.50								
MID MANAGEMENT	3107	Systems Analyst I	M29			2,270.11	3,026.80	3,789.84								
MID MANAGEMENT	3109	Systems Analyst II	M40			2,505.76	3,341.02	4,160.70								
MID MANAGEMENT	3112	Systems Analyst III	M51			2,712.58	3,616.77	4,497.82								
MID MANAGEMENT	19149	Technical Services Manager	M44			2,583.41	3,444.55	4,291.14								
MID MANAGEMENT	3125	Telecommunications Coordinator	M29			2,270.11	3,026.80	3,789.84								
MID MANAGEMENT	18129	Traffic Engineer	M59			3,996.22	3,805.93	4,724.79								
MID MANAGEMENT	7312	Treasury Supervisor	M11			1,845.31	2,460.39	3,110.14								
MID MANAGEMENT	19110	Wastewater Collections Supervisor	M14			1,898.16	2,530.88	3,194.74								
MID MANAGEMENT	19169	Wastewater Maintenance Manager	M32			2,312.78	3,083.69	3,858.13								
MID MANAGEMENT	19170	Wastewater Maintenance Supervisor	M19			2,010.62	2,680.81	3,374.65								
MID MANAGEMENT	19172	Wastewater Operations Manager	M32			2,312.78	3,083.69	3,858.13								
MID MANAGEMENT	4541	Wastewater Superintendent	M66			2,999.58	3,999.43	4,956.98								
MID MANAGEMENT	20138	Water Resources Manager	M66			2,999.58	3,999.43	4,956.98								
MID MANAGEMENT	1553	Workers' Compensation Manager	M48			2,653.40	3,538.48	4,403.07								
TOP MANAGEMENT	1202	Assistant City Manager	E11			6,280.37	7,850.45	8,635.51								
TOP MANAGEMENT	13206	Chief Financial Officer	E08			4,937.26	6,171.57	6,788.73								
TOP MANAGEMENT	19158	City Attorney	E12			5,932.50	7,415.62	8,157.70								
TOP MANAGEMENT	7215	City Clerk	E03			3,859.10	4,823.85	5,306.25								
TOP MANAGEMENT	20137	City Manager	E13					10,192.36								
TOP MANAGEMENT	1405	City Treasurer	E03			3,859.10	4,823.85	5,306.25								
TOP MANAGEMENT	14102	Deputy City Manager	E08			4,937.26	6,171.57	6,788.73								
TOP MANAGEMENT	14313	Development Services Director	E09			5,181.50	6,476.87	7,124.58								
TOP MANAGEMENT	6102	Fire Chief	E10			5,392.80	6,740.99	7,415.10								
TOP MANAGEMENT	14308	Housing Director	E06			4,424.87	5,531.07	6,084.18								
TOP MANAGEMENT	17215	Human Resources Director	E08			4,937.26	6,171.57	6,788.73								
TOP MANAGEMENT	9118	Library Director	E06			4,424.87	6,171.57	6,788.73								
TOP MANAGEMENT	10130	Police Chief	E11			6,280.37	7,850.45	8,635.51								
TOP MANAGEMENT	11121	Public Works Director	E10			5,392.80	6,740.99	7,415.10								

Steve Naveau

Director of Human Resources

Human Resources Department

300 West Third Street

Oxnard, CA 93030

(805) 385-7590

Fax (805) 385-8352

www.oxnard.org



January 8, 2018

Mike Johnson, President

Oxnard Police Officers Association

Via Email/Interoffice Mail

Re: Uniform Side Letter

Dear Mike:

This is a side letter agreement entered into between the City of Oxnard and the Oxnard Peace Officers Association. This side letter shall amend Section XVI "Uniforms" of the current Memorandum of Understanding between the parties by adding the following language:

Except with respect to "new members" as defined in Government Code section 7522.04(f), the City is legally obligated pursuant to the California Code of Regulations (2 CCR § 571) to report to CalPERS as pensionable compensation the value of the uniform pieces provided to each Unit member on an annual basis as set forth in this section. It is agreed that the value of such items is \$450 per year for safety employees, and either \$200 or \$450 for non-safety depending on the classification and the uniform requirements of the department.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Naveau", written over a horizontal line.

STEVE NAVEAU

Director of Human Resources

A handwritten signature in black ink, appearing to read "Michael Johnson", written over a horizontal line.
Sol
Michael Johnson, President
Oxnard Police Officers Association



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: January 23, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Award Contract for Pump Repair and Well Maintenance Project Wells Nos 29 and 34 PW 17-38

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:

1. Award Agreement to General Pump Company, Inc. in the amount of \$603,600.40 for the Pump Repair and Well Maintenance Project Wells Nos. 29 and 34 PW 17-38 and authorize the Mayor to execute Agreement A-8041 when it is ready for signature; and
2. Approve \$120,721 for contingency and overhead for the Pump Repair and Well Maintenance Project Wells No. 29 and 34 PW 17-38.

BACKGROUND

On July 18, 2017, City Council adopted the plans and specifications and authorized staff to solicit bids for the Repair and Well Maintenance Project Wells Nos. 29 and 34 PW 17-38.

The Project

This Project involves the pump repair and well maintenance for Well numbers 29 and 34 to restore them to operational condition. Well number 29 is one of four wells located at Blending Station No. 3 located at 1700 Solar Drive. Well number 34 is one of the three brackish

groundwater production wells that feeds the desalter at Blending Station No. 1 at 251 S. Hayes Avenue.

Well number 29 is constructed as an aquifer storage and recovery facility and was vital to the City efforts to maintain imported water quality in the City water system during the time period of Calleguas Municipal Water District (CMWD) supply interruption during the 101 Freeway Rice Avenue overpass construction project. Restoring the well to operational at this time will provide the City with one of its better groundwater quality blending supplies as well as making it available for storage of imported supply when doing so is advantageous in the future.

Well number 29 was placed into operation in 2005 and has been a reliable production facility until a recent well pump equipment failure. This well also appears to have a pump shaft or shaft coupling that has a broken down hole and stopped the well production. Well number 29 has not been rehabilitated or cleaned in the last 12 years of service. This failure presents a labor and cost savings opportunity to couple well rehabilitation with well equipment repair and/or replacement.

Well number 34 was rehabilitated and equipped with new equipment in 2010. From all indications the recent pump assembly failure appears to be related to the pump shaft or a shaft coupling located down inside the well. The equipment must be removed from the well to assess the problem and make the repair.

Additionally, during the inspection of the wells related to the above referenced Project, it was discovered that the head shaft assembly for Well number 32 was failing and needs to be replaced to avoid equipment failure. This work is related to the Project and was included into the bid as a lump sum item.

Lowest Responsive Bid

The notice inviting formal bids (NIFB) on the Project was published on November 7, 2017, and all bids were due on December 12, 2017. The City received the bids listed below:

General Pump Company, Inc.:	\$603,600.40
Weber Water Recourses CA, LLC:	\$618,170.00
Best Drilling and Pump, Inc.	\$698,640.00

The lowest bidder is General Pump Company, Inc., and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from General Pump Company, Inc. and staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, checked for City business licenses, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that the contractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, Staff recommends that the City Council award the contract for this Project to General Pump Company, Inc.

The Agreement will not be sent to the Contractor for signatures until Council has approved the award. The Contractor will then have 14 days to sign and return the contract along with the necessary insurance and bond documents. After verification of the bonds and insurance and staff signatures, the Agreement will be submitted for the Mayor's signature.

Additionally, estimated in the amount of \$120,721 are needed for Project contingency and city staff to perform the following activities during construction: engineering, inspection, survey and Project management. The indirect cost and expense for Project procurement are also included in this estimate. The total estimated cost of the Project is \$724,321.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

There is sufficient funding from FY17-18 Water Operating Fund 601 Account No. 601-6010-843.86-05 and Security Contamination Prevention Fund 608 Account No. 608-6015-841.86-05 to cover the cost of the repair and project contingency of both Well Nos. 29 and 34.

ATTACHMENTS:

Attachment A: PW 17-38 Pump Repair Bid Tabulation

Attachment B: General Pump Bid Package

This is a tabulation of bid results not an offer of award or contract. The City reserves the right to reject all bids.

PW 17-38 PUMP REPAIR AND WELL MAINTENANCE PROJECT WELLS NOS 29 AND 34									
Owner: City of Oxnard									
Bid Opening: 12/12/17				General Pump Company, Inc		Weber Water Resources CA , LLC		Best Drilling and Pump, Inc.	
				159 North Acacia Street San Dimas, CA 91773		2073 Railroad Street Corona, CA 92880		1650 Pellisier Road Colton, CA 92324	
				#1		#2		#3	
<i>Item #</i>	<i>Item Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Extended Amount</i>	<i>Unit Price</i>	<i>Extended Amount</i>	<i>Unit Price</i>	<i>Extended Amount</i>
Well No 29									
1	Mobilization and demobilization (10% maximum of Total)	LS	1	\$40,000.00	\$40,000.00	\$9,453.00	\$9,453.00	\$25,000.00	\$25,000.00
2	Motor and pump removal, inspection, and reinstallation	LS	1	\$60,000.00	\$60,000.00	\$22,265.00	\$22,265.00	\$11,280.00	\$11,280.00
3	Video Survey	LS	1	\$1,500.00	\$1,500.00	\$1,050.00	\$1,050.00	\$1,500.00	\$1,500.00
4	Chemical injection	LS	1	\$20,000.00	\$20,000.00	\$13,783.00	\$13,783.00	\$15,000.00	\$15,000.00
5	Chemical surging	LS	5	\$3,000.00	\$15,000.00	\$425.00	\$2,125.00	\$1,504.00	\$7,520.00
6	Chemical airlift removal	HR	5	\$3,000.00	\$15,000.00	\$465.00	\$2,325.00	\$3,820.00	\$19,100.00
7	Well disinfection	LS	1	\$10,000.00	\$10,000.00	\$14,104.00	\$14,104.00	\$15,000.00	\$15,000.00
8	Pump bowl assembly	LS	1	\$28,500.00	\$28,500.00	\$31,105.00	\$31,105.00	\$42,311.00	\$42,311.00
9	Carbon steel column pipe and shaft (10 foot)	Each	25	\$1,000.00	\$25,000.00	\$1,731.04	\$43,276.00	\$1,480.00	\$37,000.00
9a	Carbon steel column pipe and shaft (5 foot)	Each	2	\$700.00	\$1,400.00	\$1,246.00	\$2,492.00	\$1,145.00	\$2,290.00
10	Stainless Steel column pipe and shaft (10 foot)	Each	25	\$2,640.00	\$66,000.00	\$4,548.12	\$113,703.00	\$5,380.00	\$134,500.00
10A	Stainless Steel column pipe and shaft (5 foot)	Each	2	\$1,500.00	\$3,000.00	\$2,792.50	\$5,585.00	\$3,309.00	\$6,618.00
11	Stretch assembly	LS	1	\$5,000.00	\$5,000.00	\$938.00	\$938.00	\$1,500.00	\$1,500.00
12	Downhole check valve (poppet style)	LS	1	\$4,000.00	\$4,000.00	\$4,068.00	\$4,068.00	\$5,503.00	\$5,503.00
13	1/4 inch type 316 stainless steel Baski control line(s)	LF	550	\$10.91	\$6,000.50	\$2.32	\$1,276.00	\$3.50	\$1,925.00
14	Baski flow control valve	LS	1	\$75,000.00	\$75,000.00	\$113,526.00	\$113,526.00	\$134,670.00	\$134,670.00
15	Epoxy coating bowl assembly	LS	1	\$1,400.00	\$1,400.00	\$1,729.00	\$1,729.00	\$2,154.00	\$2,154.00

16	Epoxy coating column pipe	LS	1	\$5,600.00	\$5,600.00	\$12,358.00	\$12,358.00	\$14,980.00	\$14,980.00
17	Electric motor servicing	LS	1	\$11,000.00	\$11,000.00	\$8,878.00	\$8,878.00	\$5,610.00	\$5,610.00
18	Pressure transducer	LS	1	\$5,000.00	\$5,000.00	\$2,028.00	\$2,028.00	\$4,672.00	\$4,672.00
19	Site clean up	LS	1	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
Well 29 Total Submitted				\$408,400.00		\$407,567.00		\$493,133.00	
Well 29 Total Verified				\$408,400.50	*	\$407,567.00		\$493,133.00	*
Well No 34									
1	Mobilization and demobilization (10% maximum of Total)	LF	1	\$18,000.00	\$18,000.00	\$9,453.00	\$9,453.00	\$15,000.00	\$15,000.00
2	Motor and pump removal, inspection, and reinstallation	LF	1	\$38,000.00	\$38,000.00	\$22,265.00	\$22,265.00	\$11,280.00	\$11,280.00
3	Video Survey	LF	1	\$1,500.00	\$1,500.00	\$1,050.00	\$1,050.00	\$1,500.00	\$1,500.00
4	Well disinfection	LF	1	\$10,000.00	\$10,000.00	\$13,367.00	\$13,367.00	\$15,000.00	\$15,000.00
5	Pump bowl assembly	EA	1	\$28,000.00	\$28,000.00	\$72,589.00	\$72,589.00	\$42,311.00	\$42,311.00
6	Stainless Steel column pipe and shaft (10 foot)	Each	21	\$2,952.40	\$62,000.40	\$3,441.00	\$72,261.00	\$4,360.00	\$91,560.00
6a	Stainless Steel column pipe and shaft (5 foot)	Each	2	\$2,000.00	\$4,000.00	\$2,286.00	\$4,572.00	\$2,710.00	\$5,420.00
7	Stretch assembly	LS	1	\$5,000.00	\$5,000.00	\$938.00	\$938.00	\$1,500.00	\$1,500.00
8	Epoxy coating bowl assembly	LS	1	\$1,700.00	\$1,700.00	\$1,750.00	\$1,750.00	\$2,154.00	\$2,154.00
9	Electric motor conduit	LS	1	\$15,000.00	\$15,000.00	\$7,963.00	\$7,963.00	\$5,610.00	\$5,610.00
10	Pressure transducer	LS	1	\$5,000.00	\$5,000.00	\$2,028.00	\$2,028.00	\$4,672.00	\$4,672.00
11	Site clean up	LS	1	\$5,000.00	\$5,000.00	\$1,367.00	\$1,367.00	\$5,000.00	\$5,000.00
Well 34 Total				\$193,200.40		\$209,603.00		\$201,007.00	
Well No 32									
1	Head Shaft Assembly	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$4,500.00	\$4,500.00
Well 32 Total				\$2,000.00		\$1,000.00		\$4,500.00	
Submitted Total Bid Price				\$603,600.00		\$623,170.00		\$698,640.00	
				Verified Total Bid Price		\$603,600.40 *		\$618,170.00 *	
				Listed Subs		None		None	
*Totals adjusted to account for calculation errors									

BID PACKET

CITY OF

OXNARD

CALIFORNIA

FOR

PUMP REPAIR AND WELL MAINTENANCE PROJECT WELLS NOS. 29 AND 34 PROJECT

PROJECT NO. PW 17-38

Submitted by:

Contractor's Name: General Pump Company, Inc.

Address: 159 North Acacia Street

City: San Dimas State: CA Zip Code: 91773

Contact Person: Walter R. Reece Phone: 909-599-9606, x 320

Email: reece@genpump.com Date: 12/12/17

MINUTES OF SPECIAL MEETING OF
SHAREHOLDERS AND DIRECTORS
OF
GENERAL PUMP COMPANY, INC.
A California Corporation

A special meeting of the Shareholders and Directors of GENERAL PUMP COMPANY, INC., a California corporation, was held at 159 N. Acacia Street, San Dimas, CA, 91773 on December 1, 2016 at 10:00 am.

The roll call was as follows:

PRESENT: William M. Tweed, Michael Bodart, Ginger Campbell

ABSENT: None

The meeting was called to order by the President, Michael Bodart, William Tweed, and Ginger Campbell, who presided as Chairman and Secretary of the meeting.

The President announced that the meeting was held pursuant to the provisions of the By-Laws.

No objection being made, a reading of the minutes of the last meeting of the corporation was dispensed with and upon motion duly made, seconded and unanimously carried, the same were approved without reading.

The President stated that the first order of business was to approve signing authority on bids, bid bonds and contracts as follows:

Michael Bodart, as President / Director of Engineering to a maximum value of \$2,000,000 each occurrence,

Walter Ray Reece, General Manager, Camarillo Branch to a maximum value \$500,000 each occurrence,

Thomas Nanchy, Sr. Project Manager / Project Engineer to a maximum value of \$500,000 each occurrence, and

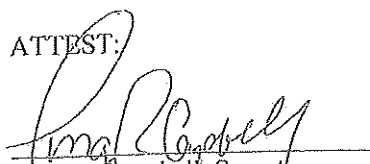
Glenn Lubbe, Project Manager to a maximum value of \$100,000 each occurrence.

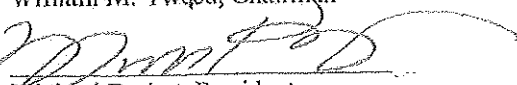
Upon motion duly made, seconded and unanimously carried, the following resolution was adopted:

RESOLVED, that the corporation approves the authority of Michael Bodart, Walter Ray Reece, Thomas Nanchy, and Glenn Lubbe as representatives of General Pump Company, Inc., to sign bids, bid bonds and contracts as listed above.

There being no further business to come before the meeting, said meeting was adjourned.

ATTEST:


Ginger Campbell, Secretary


William M. Tweed, Chairman

Michael Bodart, President

**BID FOR PUMP REPAIR AND WELL MAINTENANCE PROJECT WELLS NOS. 29 AND 34--
Project No. PW 17-38**

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Pump Repair and Well Maintenance Project Wells Nos. 29 and 34 project ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.
2. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
3. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform the Project in accordance with the Contract Documents and all Addenda. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of the business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the cashier's check or Bid Bond shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on December 12, 2017 [date], at Camarillo [city], CA [state].

Bidder's Name (Company): General Pump Company, Inc.

Signature: Walter R. Reece Title: General Manager Date: 12/12/17

Print: Walter R. Reece

Signature: Michael Bodart Title: Pres./Dir of Engr. 12/12/17
Michael Bodart

CITY OF OXNARD

**BID SHEETS FOR PUMP REPAIR AND WELL MAINTENANCE PROJECT WELLS NOS. 29
AND 34 – PROJECT NO. PW 17-38**

Bidder's Name: General Pump Company, Inc.

To the Honorable Mayor and Members of the City Council:

See Attached

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

Well No. 29

SPECIFICATION SECTION NO.	ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
9	1	Mobilization and demobilization (10% maximum of Total)	LS	1	\$	\$
10	2	Motor and pump removal, inspection, and reinstallation	LS	1	\$	\$
11	3	Video Survey	LS	1	\$	\$
12	4	Chemical injection	LS	1	\$	\$
12	5	Chemical surging	HR	5	\$	\$
12	6	Chemical airlift removal	HR	5	\$	\$
13	7	Well disinfection	LS	1	\$	\$
14	8	Pump bowl assembly	LS	1	\$	\$
14	9	Carbon steel column pipe and shaft (10 foot)	Each	25	\$	\$
14	9A	Carbon steel column pipe and shaft (5 foot)	Each	2	\$	\$
14	10	Stainless Steel column pipe and shaft (10 foot)	Each	25	\$	\$

CITY OF OXNARD

**BID SHEETS FOR PUMP REPAIR AND WELL MAINTENANCE PROJECT WELLS NOS. 29
AND 34 – PROJECT NO. PW 17-38**

Bidder's Name: General Pump Company, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

Well No. 29

SPECIFICATION SECTION NO.	ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
9	1	Mobilization and demobilization (10% maximum of Total)	LS	1	\$40,000	\$40,000
10	2	Motor and pump removal, inspection, and reinstallation	LS	1	\$60,000	\$60,000
11	3	Video Survey	LS	1	\$1,500	\$1,500
12	4	Chemical injection	LS	1	\$20,000	\$20,000
12	5	Chemical surging	HR	5	\$3,000	\$15,000
12	6	Chemical airlift removal	HR	5	\$3,000	\$15,000
13	7	Well disinfection	LS	1	\$10,000	\$10,000
14	8	Pump bowl assembly	LS	1	\$28,500	\$28,500
14	9	Carbon steel column pipe and shaft (10 foot)	Each	25	\$1,000	\$25,000
14	9A	Carbon steel column pipe and shaft (5 foot)	Each	2	\$700	\$1,400
14	10	Stainless Steel column pipe and shaft (10 foot)	Each	25	\$2640	\$66,000

14	10A	Stainless Steel column pipe and shaft (5 foot)	Each	2	\$ 1,500	\$ 3,000
14	11	Stretch assembly	LS	1	\$ 5,000	\$ 5,000
14	12	Downhole check valve (poppet style)	LS	1	\$ 4,000	\$ 4,000
14	13	1/4 inch type 316 stainless steel Baski control line(s)	LF	550	\$ 10.91	\$ 6,000
14	14	Baski flow control valve	LS	1	\$ 75,000	\$ 75,000
14	15	Epoxy coating bowl assembly	LS	1	\$ 1,400	\$ 1,400
14	16	Epoxy coating column pipe	LS	1	\$ 5,600	\$ 5,600
14	17	Electric motor servicing	LS	1	\$ 11,000	\$ 11,000
15	18	Pressure transducer	LS	1	\$ 5,000	\$ 5,000
	19	Site clean up	LS	1	\$ 10,000	\$ 10,000
WELL 29 TOTAL:						\$ 408,400

Well No. 34

SPECIFICATION SECTION NO.	ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
9	1	Mobilization and demobilization (10% maximum of Total)	LS	1	\$ 18,000	\$ 18,000
10	2	Motor and pump removal, inspection, and reinstallation	LS	1	\$ 38,000	\$ 38,000
11	3	Video Survey	LS	1	\$ 1,500	\$ 1,500
13	4	Well disinfection	LS	1	\$ 10,000	\$ 10,000
14	5	Pump bowl assembly	LS	1	\$ 28,000	\$ 28,000

14	6	Stainless Steel column pipe and shaft (10 foot)	Each	21	\$2,952.40	\$62,000
14	6A	Stainless Steel column pipe and shaft (5 foot)	Each	2	\$2,000	\$4,000
14	7	Stretch assembly	LS	1	\$5,000	\$5,000
14	8	Epoxy coating bowl assembly	LS	1	\$1,700	\$1,700
14	9	Electric motor conduit	LS	1	\$15,000	\$15,000
15	10	Pressure transducer	LS	1	\$5,000	\$5,000
	11	Site clean up	LS	1	\$5,000	\$5,000
WELL 34 TOTAL:						\$193,200

Well No. 32

SPECIFICATION SECTION NO.	ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
Addendum #1	1	Head Shaft Assembly	LS	1	\$2,000	\$2,000
WELL 32 TOTAL:						\$2,000

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = WELL 29 TOTAL + WELL 34 TOTAL + WELL 32 TOTAL

TOTAL BID PRICE IN DIGITS: \$603,600

TOTAL BID PRICE IN WORDS: Six Hundred Three Thousand Six Hundred and no/100 Dollars

Contractor must complete all Work within one hundred eighty (180) Working Days of the City's Notice to Proceed.

Signature: Michael Bodart
Michael Bodart

Title: Pres/Dir of Engr.

12/12/17

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>11/30/17</u>
#02	<u>12/6/17</u>
#03	<u> </u>
#04	<u> </u>

Addendum:	Date Received:
#05	<u> </u>
#06	<u> </u>
#07	<u> </u>
#08	<u> </u>

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary. Do not leave any question blank. If the question does not apply, write "N/A."

- (1) Bidder's Name: General Pump Company, Inc.
- (2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?
N/A
- * If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.
- (3) Business Address: 159 North Acacia Street
San Dimas, California 91773
 Phone 1: 909-599-9606, x320 Phone 2: _____
 Email: rreece@genpump.com
- (4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): Corporation
 Corporation or S-Corp organized under the laws of the State of: California
- (5) California State Contractor's License Number and Class: 496765, Engr A, C57, C61, D21
 Original Date Issued: 8/14/86 Expiration Date: 8/31/18
- (6) DIR Contractor Registration Number: 1000002769
- (7) List the person who attended the mandatory pre-Bid meeting or site visit for your firm:
 Name: Ray Reece Title: General Manager
- (8) Does the Bidder have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: YES NO
- (9) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid:
Michael Bodart, President / Director of Engineering

- (10) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

N/A

- (11) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

None

- (12) For all arbitrations, lawsuits, settlements and the like (in/out of court) that the Bidder or any principal with an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and phone numbers of contact persons for the parties:

N/A

- b. Briefly summarize the parties' claims and defenses:

N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (13) If the Bidder or any principal having an interest in this Bid has ever had a contract terminated by the owner or agency, explain below:

N/A

- (14) If the Bidder or any principal having an interest in this Bid ever failed to complete a project, explain below:

N/A

- (15) If the Bidder or any principal having an interest in this Bid has ever been terminated for cause, even if it was converted to a "termination of convenience," explain below:

N/A

- (16) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

For the final questions, the word "you" and "your" shall refer to the Bidder and all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid.

- (17) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- | | | |
|--|-----------------|--------------------------|
| a. By you against the owner? | Circle one: Yes | ☐ No |
| b. By the owner against you? | Circle one: Yes | ☐ No |
| c. By any agency or individual for labor compliance? | Circle one: Yes | ☐ No |
| d. By Subcontractors? | Circle one: Yes | ☐ No |
| e. Are any such claims/actions unresolved/outstanding? | Circle one: Yes | ☐ No |

If your answer is "yes" to any part or parts of this question, explain.

N/A

- (18) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

1. Well 32 - January 2015
2. _____
3. _____

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience or other additional information.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this Questionnaire Form is true and correct.

Signature: [Signature]

Title: Pres/Dir of Engr 12/12/17

Signature: [Signature]

Title: Gen. Mgr. Date: 12/12/17

This Questionnaire Form must be notarized below.

State of California)

SEE ATTACHED

County of _____) ss

City of _____)

On _____ before me, _____

(insert name and title of the officer) personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

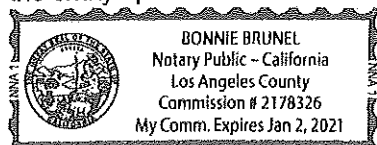
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On December 12, 2017 before me, Bonnie Brunel, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael Bodart
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Bonnie Brunel
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

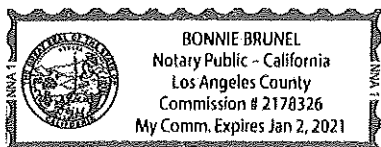
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On December 12, 2017 before me, Bonnie Brunel, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Walter R. Reece
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Bonnie Brunel
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

REFERENCES FORM

For all like work that you are currently working on or have worked on for public agencies in the past two (2) years, provide the information requested below. If all such work does not fit on this page, attach another page listing all information for all other such work. You may, but are not obligated to, attach a separate page to explain why a final contract amount differed from the original contract amount (e.g., change orders, extra work, or other circumstances), or if you or the Agency filed any claims against each other, the substance and outcome of those claims.

Project 1 Description: El Camino Well

Construction Dates From: May 2017 To: June 2017

Agency Name: Goleta Water District

Project Manager: Daniel Guest Telephone: 805-879-4638

Original Contract Amount: \$ \$102,000 Final Contract Amount: \$ \$102,000

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

Project 2 Description: PTP Well 5

Construction Dates From: March 2017 To: July 2017

Agency Name: United Water Co.

Project Manager: John Carman Telephone: 805-485-5114

Original Contract Amount: \$ 110,000 Final Contract Amount: \$ 110,000

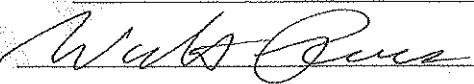
Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

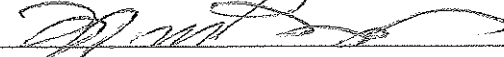
Project 3 Description: <u>Well 130</u>		
Construction Dates	From: <u>June 2017</u>	To: <u>Sept. 2017</u>
Agency Name: <u>City of Victorville</u>		
Project Manager:	<u>Arnold Villarreal</u>	Telephone: <u>760-955-2993</u>
Original Contract Amount: \$ <u>130,000</u> Final Contract Amount: \$ <u>130,000</u>		
Did you file any claims against the Agency? Circle one: Yes No		
Did the Agency file any claims against you? Circle one: Yes No		

I hereby give my permission to the City of Oxnard and its employees, representatives and agents to contact references of Contractor and/or its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and/or request information from other agencies in which Contractor and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, or outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims Contractor and its Owners, employees, representatives and agents may have against the City, its employees, representatives and agents, as well as any agency providing feedback or the mentioned records, and those agencies' employees, representatives and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

Bidder's Name: General Pump Company, Inc.

Signature: 
Walter R. Reece

Title: Gen. Mgr. Date: 12/12/17

Signature: 
Michael Bodart

Title: Pres/Dir of Engr. 12/12/17

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy it and attach that page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)
			N/A		

Bidder's Name: General Pump Company, Inc. Signature:  Title: Gen. Mgr. Date: 12/12/17

Signature:  Title: Pres/Dir of Engr.

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

B 13

INDUSTRIAL SAFETY RECORD FORM

This Safety Record must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2017 (so far)	2016	2015	2014	2013	2012	Total
Number of contracts	241	222	211	196	184	177	
Total dollar amount of contracts (in thousands)	15.5M	14.8M	13.5M	11.2M	9.5M	9.4M	
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	0	0	0
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: General Pump Company, Inc.

Signature: Walter R. Reece Title: Gen. Mgr. Date: 12/12/17

Walter R. Reece

Signature: Michael Bodart Title: Pres/Dir of Engr. 12/12/17

Michael Bodart

B 14

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declare(s):

I/we am/are the Pres/Dir. of Engr
General Mgr. of General Pump Company, Inc.
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, corporation or s-corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted its, his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, s-corporation, LLC, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on December 12, 2017 [date], at Camarillo [city], CA [state].

Bidder's Name: General Pump Company, Inc.

Signature:  Title: Pres/Dir of Engr Date: 12/12/17
Michael Bodart.

Signature:  Title: Gen. Mgr. 12/12/17
Walter R. Reece

This Noncollusion Declaration must be notarized on the following page.

(Continuation of Noncollusion Declaration)

State of California)

County of _____) ss

SEE ATTACHED

City of _____)

On _____ before me,

_____ (insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____

(Seal)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

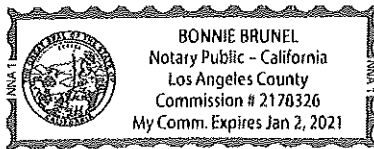
☒ See Attached Document (Notary to cross out lines 1-6 below)☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 12th day of December, 2017,
by Mike Bodart
Date Month Year

(1) _____

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature Bonnie Brunel
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5910

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

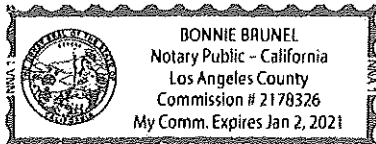
- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 12th day of December, 2017,
 by Walter R. Reece
 Date Month Year

(1) _____

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature Bonnie Brunel
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

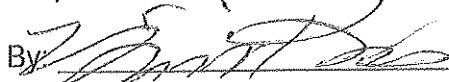
Number of Pages: _____ Signer(s) Other Than Named Above: _____

CITY OF OXNARD
Pump Repair and Well Maintenance Project Wells Nos. 29 and 34
Project Number PW 17-38

ESCROW BID DOCUMENTS COVER PAGE

ESCROW BID DOCUMENT CERTIFICATION

The undersigned hereby certifies under penalty of perjury that the bid documentation contained herein constitutes the complete, only and all documentary information used in preparation of the bid for the Pump Repair and Well Maintenance Project Wells Nos. 29 and 34 Project, and that I have personally examined these contents and have found that this bid documentation is complete.

By: 

Title: Pres./Dir of Engr.

Firm: General Pump Co. Inc.

Date: 12/12/17

By: 

Title: General Mgr.

Firm: General Pump Co., Inc.

Date: 12/12/17

*IF PROJECT BID IS IN EXCESS OF \$500,000, IT REQUIRES SUBMITTAL OF ESCROW BID DOCUMENTS BY THE THREE LOWEST BIDDERS AND THIS DOCUMENT WILL BE INCLUDED WITH THOSE ESCROW BID DOCUMENTS. THIS DOCUMENT PACKAGE IS DUE WITHIN THREE (3) BUSINESS DAYS FOLLOWING BID OPENING:

THIS DOCUMENT PACKAGE IS TO BE SUBMITTED TO:

Public Works
305 W. 3rd Street, East Wing, 3rd floor
Oxnard, CA 93030
Attn: Renee Hatcher

**SMALL LOCAL BUSINESS PURCHASING PREFERENCE:
BIDDER'S CERTIFICATION**

Please refer to Oxnard City Code Section 4-2 to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

The undersigned hereby certifies under penalty of perjury that:

- ☐ At least 50 percent of the Bidder's employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
- ☐ For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Any person(s) executing this certification on behalf of the Bidder hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

N/A

By: _____

Title: _____

Bidder: _____

Date: _____

By: _____

Title: _____

Bidder: _____

Date: _____

*If the Bidder is not requesting a Small Local Business Purchasing Preference, this form is not required to be completed and submitted with Bid.

Please note: The Small Local Business Purchasing Preference is not applicable for projects funded by grants or programs outside the City's General Fund, such as federal or State grants.

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280

CITY OF

OXNARD

CALIFORNIA

November 30, 2017

ADDENDUM NO. 1

**Pump Repair and Well Maintenance Project Wells Nos 29 and 34
 PW 17-38**

SCHEDULED BID DUE DATE: 2:00 p.m. on December 12, 2017

TO ALL BIDDERS:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents.
 Failure to do so may subject bidder to disqualification.

This addendum forms a part of the bid documents as follows:

1. Addition to Scope of Work for this Project:

Well No. 32 Head Shaft Assembly: Contractor shall machine a new head shaft assembly for Well No. 32 to connect to the 1-15/16-inch-diameter water lubricated pump shaft. The head shaft shall be new material manufactured with Type 416 stainless steel material. The Contractor shall remove the old pump head shaft, install the new head shaft, and adjust the top nut as required for a Goulds 8 stage pump bowl assembly Model No. 14RHMC to make the well fully operation.

2. Bid Sheets. Attached are the bid sheets to use for this Project which include a line item for Well No. 32 referenced above.

Addendum No. 1 Received: Date: 11/30/17

General Pump Company, Inc.

159 North Acacia Street

Contractor's Name

Address

Authorized Signature

San Dimas

CA

91773

City

State

Zip Code

Walter R. Reece, General Mgr.

909-599-9606, X320

Name and Title

Telephone Number, Including Area Code

Bonnie Brunel

From: City of Oxnard <no-reply@reproconnect.com>
Sent: Wednesday, December 06, 2017 1:39 PM
To: Bids
Subject: Addendum No.2

City of Oxnard

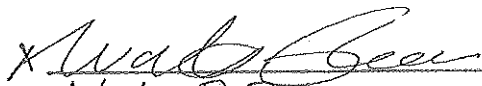
Addendum No.2

From City of Oxnard
To Bonnie Brunel
General Pump Company, Inc.
Project PW 17-38 Pump Repair and Well Maintenance Project
Attachment [PW 17-38 Addendum 2.pdf](#)

[View project online](#)

Attached you will find addendum no.2 for PW 17-38 Pump Repair and Well Maintenance Project. You can also download the files through the plan room itself at no charge.

If you no longer wish to receive updates from City of Oxnard, simply [unsubscribe](#)

 12/6/17
Walter R. Reece



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: January 23, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Second Amendment to Agreement No. 7167-15-CM

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:

1. Authorize the Mayor to execute the Second Amendment to Agreement No. 7167-15-CM with the Ventura Regional Sanitation District to extend the term of the Agreement until June 30, 2018 and to add \$188,771.91 for a cumulative not to exceed compensation amount of \$318,228.91; and
2. Approve the transfer of \$52,000 from the General Fund (101) to the Golf Course Operating Fund (651).

BACKGROUND

The Public Works Department is requesting an amendment to Agreement No. 7167-15-CM with the Ventura Regional Sanitation District. This Second Amendment is to extend the term of the Agreement to June 30, 2018 and add \$188,771.82 to the Agreement for a total not to exceed amount of \$318,228.91.

On June 8, 2015, City of Oxnard (City) and Ventura Regional Sanitation District (VRSD) entered into an Agreement, which was titled both City of Oxnard Agreement No. 7167-15-CM and Ventura Regional Sanitation District Contract No. 15-027, wherein VRSD agreed to provide consulting services including groundwater monitoring, landfill gas perimeter probe monitoring

Second Amendment to Agreement No. 7167-15-CM with Ventura Regional Sanitation District
January 23, 2018
Page 2

and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring for the closed Santa Clara Landfill for a total agreement amount of \$75,050.91.

The First Amendment extended the expiration date and added an additional \$54,406.09 for a total not to exceed compensation amount of \$129,457. The First Amendment should have increased the amount by \$129,457 for a total of \$204,507.91 due to an increase of consultants and lab costs. This clerical error resulted in an approved Agreement that underfunds the proposed work by \$75,050.91.

A summary of the VRSD proposed budgeted line items costs are provided in the following table.

VRSD Proposed Budget by Fiscal Year

	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>
Labor (VRSD)	\$36,657	\$40,395	\$34,058
Consultants & Prof. Services	16,156	42,660	34,173
Permits	880	920	920
Lab Services	1,800	26,015	25,302
Operating Supplies & Services	11,828	12,527	12,528
Utilities	2,880	2,880	2,880
Fleet Vehicles and Equipment	<u>4,850</u>	<u>4,060</u>	<u>3,860</u>
TOTAL	<u>\$75,051</u>	<u>\$129,457</u>	<u>\$113,721</u>

A history of the proposed budget amounts by VRSD and the Agreement not to exceed value is provided in the table below.

Item	Fiscal Year	VRSD Budget	VRSD Budget (Cumulative)	Agreement 7167-15-CM (Cumulative)
Original Agreement	2015-2016	\$75,050.91	\$75,050.91	\$75,050.91
Amendment 1	2016-2017	\$129,457	\$204,507.91	\$129,457.00
Amendment 2	2017-2018	\$113,721	\$318,228.91	\$318,228.91

The Second Amendment to Agreement No. 7167-15-CM will correct the clerical error introduced in the First Amendment by adding \$188,771.91, resulting in a not to exceed total Agreement amount of \$318,228.91, and extends the contract term to June 30, 2018. Furthermore, this Second Amendment will replace Exhibit A and Exhibit A-1 with Exhibit A-2, which adds Landfill Gas Perimeter Probe Monitoring and Reporting, Landfill Gas Surface Monitoring and Reporting, Groundwater Monitoring and Reporting, Storm Water Monitoring, Gas Collection System and Flare Operations & Maintenance, Gas Collection System Monitoring and Well Abandonment.

Second Amendment to Agreement No. 7167-15-CM with Ventura Regional Sanitation District
January 23, 2018
Page 3

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Approval of this action would require an additional appropriation of \$52,000 from the General Fund (Account 101-1002-808.87-21) to the Golf Course Operating Fund (Account 651-6402-842.82-09). Based on current appropriations, the estimated unaudited year-end undesignated FY17-18 Fund Balance for General Fund 101 is \$17 Million.

ATTACHMENTS:

Attachment B: VRSD Budget Appropriation

Attachment A - Second Amendment to Agreement No. 7167-15-CM

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Thien Ng

Date: January 23, 2018
Phone: 271-2220

Reason for Appropriation:

Appropriates additional funds to cover FY18 landfill monitoring charges (PO#5677) per 2nd Amendment with Ventura Regional Sanitation District.

Accounts and Descriptions

AMOUNT

Fund: 101- General Fund

Expenditures/Transfers Out

101-1002-808.87-21	TRANSFERS - OUT / TSFR TO GOLF COURSE FD	52,000
	Sub-total Expenditures	52,000

Net Change to Fund Balance	(52,000)
-----------------------------------	-----------------

Fund: 651- Golf Course Operating

Revenues/ Transfers In

651-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUI	52,000
	Sub-total Revenues	52,000

Expenditures/Transfers Out

651-6402-842.82-09	CONTRACTUAL SERVICES / SERVICES-OTHER PROF/CONT	52,000
	Sub-total Expenditures	52,000

Net Change to Fund Balance	0
-----------------------------------	----------

Net Appropriation Change	52,000
---------------------------------	---------------

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

AMENDMENT NO. 2
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027
AGREEMENT FOR CONSULTING SERVICES

THIS SECOND AMENDMENT ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of November, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was titled both City of Oxnard Agreement No. 7167-15-CM and VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services to the City for the closed Santa Clara Landfill which included landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain of its provisions, and the full Agreement, as amended, is attached as **Exhibit D-2** hereto and incorporated herein by reference; and

D. The Parties acknowledge and agree that the Agreement should be renewed and extended for one additional year, and that additional compensation to Consultant should be added, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 1 in the Agreement, as previously modified Paragraph 1 of the First Amendment:

"1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A-2 attached hereto and incorporated herein by this reference (the "Services")."

2. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the First Amendment:

“8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2018. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.”

3. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified Paragraph 6 of the First Amendment:

“12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2018.”

4. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified Paragraph 7 of the First Amendment:

“14. Compensation

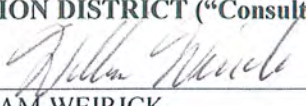
a. City agrees to pay Consultant in an amount not to exceed \$318,228.91 for the Services at rates provided in Exhibit B-2 attached hereto and incorporated herein by this reference.”

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

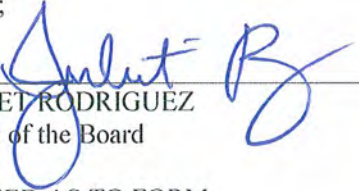
Second

IN WITNESS WHEREOF, the Parties have executed this ~~First~~ Amendment on the day and year first written above.

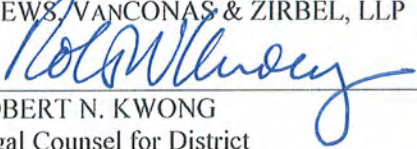
**VENTURA REGIONAL
SANITATION DISTRICT ("Consultant")**

By 
WILLIAM WEIRICK
Chairman of the Board

ATTEST;

By 
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By 
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By 
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By _____
TIM FLYNN
Mayor

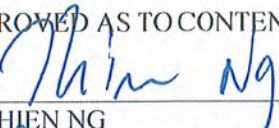
ATTEST:

By _____
MICHELLE ASCENCION
City Clerk

APPROVED AS TO FORM:

By 
STEPHEN FISCHER
City Attorney

APPROVED AS TO CONTENT:

By 
THIEN NG
Interim Public Works Director

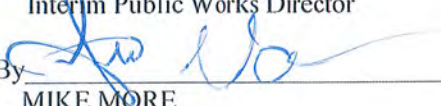
By 
MIKE MORE
Risk Manager

Exhibit A-2 Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.
2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.
3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports. Retain Title V and CCR 17 records.
4. Prepare AB32 / CCR 17 Reports. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).
5. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Groundwater Monitoring and Reporting

1. As part of the groundwater monitoring programs, groundwater levels will be measured in all designated wells prior to sampling activities using equipment that is decontaminated before use. The depth to water will be recorded to the nearest 0.01 foot in the field log.
2. Each well will be purged and sampled using dedicated pumps following the standard low-flow purging and sampling method. Non-dedicated monitoring and sampling equipment will be decontaminated prior to use at each well to ensure that samples collected represent the groundwater conditions at the site.
3. Groundwater samples will be collected in appropriate sample containers provided by the analytical laboratory. For dissolved metal analysis, samples will be filtered in the field. Samples will be preserved as required, placed on blue plastic ice in a cooler, and delivered to the laboratory courier. Chain-of-custody documentation will be generated and accompany each sample.
4. Groundwater monitoring and sampling results will be compiled and field and laboratory data will be imported into Excel tables and Sanitas statistical software. These data will be used to evaluate the groundwater conditions. Groundwater contour maps, summary tables, and time-series plots will be generated, and statistical analysis will be performed as required.
5. Groundwater monitoring activities will be conducted in compliance with the requirements in the various Monitoring and Reporting Program (MRPs) contained in the latest Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board (RWQCB). Field activities will be conducted twice a year per the following schedule:

Site	Period	Sampling Month	Report Due to RWQCB
Santa Clara	Summer/Fall	October 2017	December 15, 2017
Santa Clara	Winter/Spring	April 2018	June 15, 2018

Storm Water Monitoring and Reporting

1. Effective July 1, 2017, the Santa Clara Landfill will no longer be subject to stormwater monitoring and reporting requirements under the Industrial General Permit. A Notice of Termination with State Water Resources Control Board was submitted and accepted in May of 2017.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.

3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations. This work was not started in FY2017, as originally planned. This work will be completed in FY2019/2020.

EXHIBIT B-2

AMENDMENT NO. 2 TO

CITY OF OXNARD AGREEMENT NO. 7167-15-CM

AND

VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	\$75,050.91
FY17 Proposed Customer Budget	\$129,457.00
FY18 Proposed Customer Budget	<u>\$113,721.00</u>
	<u>\$318,228.91</u>

(See detail on the following pages.)



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY18 PROPOSED CUSTOMER BUDGET

Project Number

411500 City of Oxnard (River Ridge)- EPG

Account

51010 Wages - Regular

Quantity

Cost/Price

Extension

Account Total--- \$34,058

51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	66	\$109	\$7,194
51010 Engineering Technician LFG Surface Monitoring & Reporting	4	\$109	\$436
51010 Senior SW Equipment Operator Gas Collection System and Flare Operation &	32	\$106	\$3,392
51010 Engineer Gas Collection System and Flare Operation &	16	\$118	\$1,888
51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$109	\$654
51010 Engineering Technician Gas Collection System Monitoring	96	\$109	\$10,464
51010 Engineer LFG Perimeter Probe & Structure Monitoring	12	\$118	\$1,416
51010 Engineer LFG Surface Monitoring & Reporting	73	\$118	\$8,614

52079 Environmental Consultants

Account Total--- \$34,173

52079 Landfill Surface Gas Emissions Monitoring	1	\$7,700	\$7,700
52079 Semi Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
52079 Semi Annual Flare Assessment	1	\$2,273	\$2,273
52079 Gas Flare Source Test	1	\$4,400	\$4,400

52150 Permits, Licenses and Fees

Account Total--- \$920

52150 Permits, Licenses, and Fees	1	\$920	\$920
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52155 Lab Services and Supplies

Account Total--- \$25,302

52155 Semi Annual GW Monitoring Analytical Lab Svcs	2	\$12,375	\$24,750
52155 Quarterly LFG Sampling	4	\$138	\$552

52185 Operating Supplies

Account Total--- \$12,528

52185 Calibration Gas (Oxygen & Methane)	2	\$207	\$414
52185 Calibration Gas (Zero Air & Methane)	2	\$207	\$414
52185 Flare Maintenance & Repair Supplies	1	\$11,000	\$11,000
52185 Maintain City's Air Compressor	4	\$175	\$700

10/18/2017

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52197	Utilities		Account Total—	\$2,880		
		52197 Electricity			1	\$2,880
52220	Equipment Rental/Lease		Account Total—	\$150		
		52220 Man Lift for Gas Flare Source Test			1	\$150
60594	Fund Transfer Out-EQUIPMENT		Account Total—	\$2,530		
		60594 GEM Gas Monitor			12	\$76
		60594 Mule - Portable Vehicle			4	\$280
		60594 Misc Supplies/Hardware			1	\$500
60598	Fund Transfer Out-FLEET		Account Total—	\$1,180		
		60598 Mileage - LFG Perimeter Probe & Structure			480	\$1
		60598 Mileage - LFG Surface Monitoring & Reporting			200	\$1
		60598 Mileage - Gas Coll Sys Monitoring			500	\$1
Project 411500 Total—				\$113,721		
Total for this report—				\$113,721		

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

10/18/2017



VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY17 PROPOSED CUSTOMER BUDGET

Project Number	Account	Quantity	Cost/Price	Extension
411500 City of Oxnard [River Ridge]-EPG				
51010 Wages - Regular	Account Total---		\$40,395	
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring	78	\$107	\$8,346
	51010 Engineering Technician LFG Surface Monitoring & Reporting	77	\$107	\$8,239
	51010 Engineering Technician Stormwater Monitoring & Reporting	64	\$107	\$6,848
	51010 Senior Solid Waste Equipment Gas Collection System and Flare Operation &	32	\$104	\$3,328
	51010 Senior Engineering Technician Gas Collection System and Flare Operation &	16	\$116	\$1,856
	51010 Engineering Technician Gas Collection System and Flare Operation &	6	\$107	\$642
	51010 Senior Engineering Technician Gas Collection System Monitoring	96	\$116	\$11,136
	Account Total---		\$38,660	
52079 Environmental Consultants				
	52079 (RES) Landfill Surface Emission Monitoring	1	\$7,700	\$7,700
	52079 (OEM) Semi-Annual Flare Assessment	1	\$2,273	\$2,273
	52079 Gas Flare Source Test	1	\$4,400	\$4,400
	52079 Annual Flare Destruction Efficiency Test	1	\$2,686	\$2,686
	52079 Semi-Annual GW Monitoring Events & Reports	2	\$9,900	\$19,800
	52079 Contractor Lab Costs for 4 Samples	4	\$450	\$1,800
	Account Total---		\$4,000	
52080 Other Professional Services				
	52080 Methane Detectors Factory Service, Equip, &	1	\$4,000	\$4,000
52150 Permits, Licenses and Fees	Account Total---		\$920	
	52150 APCD Permit Fee	1	\$920	\$920
52155 Lab Services and Supplies	Account Total---		\$26,015	
	52155 Laboratory Fees	4	\$178	\$713
	52155 Quarterly Landfill Gas Analytical	4	\$138	\$552
	52155 GW Monitoring Analytical Lab Svcs for 2 Events	2	\$12,375	\$24,750

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

FY 16 budget

Landfill Gas Perimeter Probe and Structures Monitoring

	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Labor \$3,348.00	Monitoring							
	Landfill Gas Perimeter Probe Monitoring	4	12	48	\$ 107.00			\$5,136.00
	Caltrans Basement gas monitoring unit	1.0	12	12	\$ 107.00			\$1,284.00
	Caltrans test gas monitoring unit	0.5	12	6	\$ 107.00			\$642.00
Materials \$414.00	Reporting							
	Prepare Monthly Report for EHD	1	12	12	\$ 107.00			\$1,284.00
	Calibration Gas (oxygen + methane)					2	\$ 207.00	\$414.00
	GSM - Gas Monitor					12	\$ 75.83	\$909.96
Equipment \$2,628.92	Mule - Portable Vehicle					4	\$ 279.99	\$1,119.96
	Misc. Supplies/Hardware					1	\$ 500.00	\$500.00
	Mileage					480	\$ 1.00	\$480.00
	Subtotal							\$11,769.92

Landfill Gas Surface Monitoring and Reporting

	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Labor \$3,230.00	Monitoring							
	Follow-up monitoring for leaks detected (contingency for any surface emissions exceedances)	4	1	4	\$ 107.00			\$428.00
	Reporting							
	Semi-Annual/Annual Title 5 Reports	10	2	20	\$ 107.00			\$2,140.00
	Annual Start-up, Shutdown and Malfunction Report	3	1	3	\$ 107.00			\$321.00
	Emissions Inventory Report	3	1	3	\$ 107.00			\$321.00
	Annual Compliance Certification Report	7	1	7	\$ 107.00			\$749.00
	AB-32 / Title 17 Reporting	4	1	4	\$ 107.00			\$428.00
	California Electronic Greenhouse Gas Reporting	6	1	6	\$ 107.00			\$642.00
	Federal Electronic Greenhouse Gas Reporting	6	1	6	\$ 107.00			\$642.00
	Monthly Data Gathering for Reports	2	12	24	\$ 107.00			\$2,568.00
	Calibration Gas (zero air + methane)					2	\$ 207.00	\$414.00
	Outside Contracted Services							
	Subtotal							\$6,860.70

UES, Inc. - Landfill Surface Emission Monitoring (cost + 10%)
(Effective for FY 16/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly)

Contractor

APCD Permit Fee (1/3 fee)

Fees	\$379.75					1	\$ 379.75	\$379.75
Mileage	\$80.00					80	\$ 1.00	\$80.00
Subtotal								\$16,478.45

Stormwater Monitoring and Reporting

	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
Labor \$4,700.00	Monitoring							
	6 wet season inspections	2	6	12	\$ 107.00			\$1,284.00
	Stormwater sampling - 4 sampling events (2015 SW regulations increase sampling to 4 events (form 2))	1	4	4	\$ 107.00			\$428.00
	4 dry season inspections	2	4	8	\$ 107.00			\$856.00
	Conduct Annual Site Inspection	4	1	4	\$ 107.00			\$428.00
	Plans and Reporting							
	Conduct Annual Certification and SSUP review	8	1	8	\$ 107.00			\$856.00
	Complete Annual Report	8	1	8	\$ 107.00			\$856.00
	Storm Water Pollution Prevention Plan update	21	1	21	\$ 107.00			\$2,247.00
	Laboratory Fees					4	\$ 450.00	\$1,800.00
Outside Contracted Services								
	Subtotal							\$16,478.45

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**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 1**

DATE: January 23, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Arturo Casillas
Housing Director

SUBJECT: Extremely Low & Low-Income Needs Assessment FY 2018-19 Annual AAP &
FY 2018-23 Consolidated Plan.

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, 385-8094

RECOMMENDATION:

Open the Public Hearing and Continue the Public Hearing to January 30, 2018.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 2

DATE: January 23, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus); and 16-300-06 (Tentative Subdivision Map No. 5995). Property Located at 5489 Saviers Road (APN: 222-0-011-29). Filed by Designated Agent Henry Casillas, 451 West Fifth Street, Oxnard, California, 93030, on Behalf of the Property Owner (The "Applicant").

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, 385-7882

RECOMMENDATION:

Open Public Hearing and Continue the Public Hearing to February 20, 2018.

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CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: January 23, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in dark ink, appearing to read "S. Whitney".

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Comprehensive Annual Financial Report (15/10/10)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That City Council:

1. Receive and file the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2017, as recommended by the Fiscal Policy Task Force; and
2. Ratify and approve budgeted payrolls and demands paid by warrants or checks for the fiscal year ended June 30, 2017, as provided in Government Code section 37208.

BACKGROUND

The City published the Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2016-17 on January 4, 2018. A formal comprehensive presentation was made the Council Fiscal Policy Task Force on January 10, 2018. The Council Task Force has recommended acceptance of the CAFR. The CAFR is a large and complex document designed to show the overall financial health of the City. It is important to realize that the City of Oxnard has more than 8,000 active accounts and 175 separate funds in its general ledger, in which tens of thousands of transactions are posted each year. The CAFR presents the account balances in a condensed format which complies with the reporting standards required by the Governmental Accounting Standards Board (GASB). Two elements of the CAFR provide an overview of the report: The Letter of Transmittal, and Management's Discussion and Analysis (MD&A), which follows the Independent Auditor's Opinion.

Audit Opinion: The independent auditor's report contains the auditor's opinion on whether the financial statements are fairly presented based on the results of their audit. An unmodified opinion is issued when an auditor determines that each of the financial records provided by the city is free of any misrepresentations. In addition, an unmodified opinion indicates that the financial records have been maintained in accordance with the standards known as Generally Accepted Accounting Principles (GAAP). The annual audit for FY2016-17 is unmodified and unqualified.

The City's Finance department worked long and hard to eliminate the previous two years' qualified findings, as it related to the City's Fixed Assets. During the FY2016-17, the City completed an entire inventory and valuation of its fixed assets. The external auditor was kept abreast of the work during the entire process and was also consulted at various key points to ensure that the City was on the right track. The hard work paid off as the qualified finding was removed for the FY2016-17 annual audit.

Next steps: The Single Audit report is a separate report focusing on state and federal grant awards received by the City during the fiscal year, and is anticipated to be completed in time for the March 14, 2018 Fiscal Policy Task Force meeting. That report will also contain a report on the City's internal controls, and updated management responses to the 111 findings identified in the fiscal year 2014-2015 Single Audit Report. The teamwork required to produce this CAFR by the established deadline, with limited resources, was exemplary. The commitment exhibited in this effort results from the ongoing dedication of employees and consultants involved.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives: Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

None. This action does not require an expenditure of funds.

NOTE: Due to size, the CAFR attachment (223 pages) is not included in the agenda packets. Copies are available for review at the Oxnard Main Library, South Oxnard Library, City Council Chambers, City Clerk's office, and on the City's website at www.Oxnard.org/City-Meetings.

FY 17 Comprehensive Annual Financial Report (CAFR) (15/10/10)
January 23, 2018
Page 3

ATTACHMENTS:

Attachment A: City of Oxnard 6-30-17 Final Report

Comprehensive Annual Financial Report

Fiscal Year Ended June 30, 2017





CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report
AGENDA ITEM NO.: 2

DATE: January 23, 2018

TO: City Council
Successor Agency

THROUGH: Scott Whitney
Interim City Manager

FROM: Kymberly Horner
Economic Development Director

SUBJECT: Disposition of Successor Agency Owned Property Located at 720 South B Street (5/15/15)

CONTACT: Kymberly Horner, Economic Development Director
Kymberly.Horner@oxnard.org, 385-7407

RECOMMENDATION:

That the City Council

1. Adopt a Resolution entitled "A Resolution of the City Council of the City of Oxnard approving, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and the City of Oxnard, as Buyer, with regard to real property located at 720 South B Street"; and
2. Authorize the City Manager (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the City Attorney and City Special Counsel; and
3. Authorize the City Manager (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the City's obligations, responsibilities and duties thereunder; and
4. Authorize a budget appropriation in the amount of \$50,000 for the purchase of 720 South B Street property from General Fund, \$25,000 for repairs to 720 South B Street property, and \$1,122 (\$187.00 per month) for 6 (six) months of Heritage Square Property Owners Association ("HSPOA") assessment for a total budget appropriation of \$76,122 from General Fund.

That the Successor Agency:

1. Adopt a Resolution entitled "A Resolution of the Board of Directors of the Oxnard Community Development Commission Successor Agency, approving, and recommending to its

Disposition of 720 South B Street (5/15/15)

January 23, 2018

Page 2

Oversight Board approval of, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and the City of Oxnard, as Buyer, with regard to real property located at 720 South B Street"; and

2. Authorize the Executive Director (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel; and

3. Authorize the Executive Director (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the Successor Agency's obligations, responsibilities and duties thereunder.

4. Approve option 2 under redevelopment dissolution law whereby net proceeds from the sale of Property be transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities (the City's share of which would be an estimated 19.6% of any sales proceeds).

BACKGROUND

The dissolution of redevelopment in California entails the inter-related involvement of the Oxnard Community Development Commission Successor Agency (the "Successor Agency"), the Oversight Board of the Oxnard Community Development Commission Successor Agency (the "Oversight Board"), and the City of Oxnard (the "City") in an assortment of steps leading to the disposition of all assets previously held by the former Oxnard Community Development Commission (the "CDC"). Among those steps is the process by which real property interests of the former CDC are terminated and made available for ownership and reuse by entities other than the CDC.

In fulfilling its statutory obligations, the Successor Agency has formulated a Long Range Property Management Plan (the "LRPMP") to guide the disposition process. The LRPMP was subsequently approved by the Oversight Board and submitted to the California Department of Finance (the "DOF") for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP.

Among the properties approved for disposition is an approximate 822 square foot building located at 720 South B Street (the "Property"). The Property is part of the Heritage Square Business Park within the former Downtown Redevelopment Project Area, and is commonly referred to as the Maulhardt Winery Building.

In June 2017, the Successor Agency retained the services of Lee and Associates, Commercial Real Estate Services, to market the Property for sale. Specifically, the listing agent is required to find buyers by advertising the Property on the Multiple Listing Service ("MLS") and placing signage and advertising the Property where appropriate.

Disposition of 720 South B Street (5/15/15)

January 23, 2018

Page 3

The redevelopment of Heritage Square dates back to 1991 and entails the assemblage of 14 buildings (from office location) possessing cultural and architectural significance that celebrate the heritage of Oxnard.

The Heritage Square project was undertaken with the visionary purpose of preserving the past, creating a centerpiece by which showcase the value of redevelopment and serving as a catalyst for further commercial and residential revitalization of Downtown.

From the outset, Heritage Square was envisioned as a public-private partnership. At the inception, eight of the fourteen structures that occupy the site were held by the former CDC, while the remaining six were held by private parties. The combined assets are managed under the HSPOA.

By design, Heritage Square has become a gathering place for the community and visitors. The entire site was laid out to attract residents and visitors as a destination venue; throughout each summer, the City sponsors a free family-oriented Concert Series to bring vitality to Downtown; and periodic community events are conducted on the premises in coordination with the Heritage HSPOA and the City.

The small gabled-roofed two story brick building Property is a unique property in that it is a replica of the original building. Similar to the original building, the upstairs ceiling and floor are completely lined with wood. The original building was used as a winery, where sacramental wine was stored for the Santa Clara Chapel.

Due to the uniqueness of the property, only estimates were provided regarding the value of the Property. The original Broker Opinion of Value ("BOV") assigned to the property by Kosmont Companies in the LRPMP was approximately \$70,000. The Property was placed on the market in May of 2017 in the amount of \$300,000 to see what the market would bear. Two formal offers by interested buyers were submitted to Lee and Associates in the amounts of \$100,000 and \$150,000. The second proposed buyer offered proof of funds on hand, and demonstrated a pre-qualified loan from a financial institution. A late verbal offer came in at \$25,000 from a local non-profit group, requesting 120 days to raise the funds. A deadline of December 1, 2017, was provided to interested buyers to provide Lee and Associates with all best and final offers. The same three proposed buyers came in with offers on the property with the highest offer being \$185,000.

The early goal for Heritage Square was for the CDC to transfer its remaining property to the City, once the redevelopment aspect of the project was achieved. It was contemplated by the City Council in the early years of the development of the project, to always have an ownership role in the property, which serves as a business park development and a main attraction to the Downtown. On December 19, 2017, the City Council held a Closed Session meeting to discuss the potential purchase of the Winery Building from the Successor Agency. If the City Council elects to buy the building, Staff recommends selling the building to the City for an amount not to exceed \$50,000, based on the current condition of the property.

Disposition of 720 South B Street (5/15/15)

January 23, 2018

Page 4

If the City were to purchase the building, it would be in keeping with the City's Economic Development Strategic Priority Goal of Downtown Revitalization. The City Council and the former Community Development Commission placed a significant amount of effort in creating and developing Heritage Square in the early 1990's, and by having ownership of the building will allow greater public control over how the asset is used in the future. Additionally, the City will aid in creating additional economic opportunities and tourism for Heritage Square. Another important benefit for the City to have ownership of the property is to create an anchoring effect, which the City would provide by owning multiple properties at Heritage Square.

Approval of the sale of Successor Agency owned property requires approval by the Successor Agency, Oversight Board and the DOF. Staff has prepared a purchase in the amount of \$50,000 in the event the City Council and Successor Agency agree with the recommended action. This will allow Staff to present the proposed agreement to the Oversight Board at its monthly meeting. The DOF would then have approximately 100 days to review the request. It is important mention that on September 22, 2015, the Redevelopment Dissolution Bill (SB107) was signed into law by Governor Brown. The bill updates and clarifies issues laws governing the dissolution of redevelopment agencies. A significant change made by the bill is the consolidation of Successor Agency Oversight Boards into a single Countywide Oversight Board, effective July 1, 2018. Nearly all actions of the Successor Agency as of July 1, 2018, will require approval of the Countywide Oversight Board, rather than the City's local Oversight Board.

Staff is recommending funding from the General Fund in the amount of \$50,000 for the City to purchase the building. An additional \$1,122 (\$187.00 per month) is needed from the General Fund for the monthly HSPOA assessment until the assessment can be added to the City's 2018-2019 budget, and an additional \$25,000 is needed from the General Fund for maintenance to the building.

Staff has prepared a Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and the City of Oxnard, as Buyer, with regard to the Property

KEY TERMS

Buyers: City of Oxnard

Purchase Price: \$50,000

Closing Date: 15 days after waiver or expiration of Buyer's contingencies

Escrow Holder: Fidelity National Title

City Agreement Number: A-8042

ENVIRONMENTAL IMPACT

The transfer of title from one entity to another does not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

Disposition of 720 South B Street (5/15/15)

January 23, 2018

Page 5

FINANCIAL IMPACT

Approximately \$50,000 is needed from General Fund to purchase the Building and an additional \$26,122 from City's General Fund for the repairs to the building and the monthly assessment (\$1,122) for 6 (six) months. A total of \$76,122 is being requested from General Fund Reserves for this item. The City as a taxing entity is entitled to approximately 19.6% of the proceeds from the sale of the building as a result of the "dissolution of redevelopment". Per redevelopment dissolution law, net proceeds from the sale of the Property would be either (i) retained by the Successor Agency, reducing on a dollar-for-dollar basis the amount of new funding (Redevelopment Property Tax Trust Fund) to be requested by the Successor Agency for enforceable obligations in a successive ROPS period, or (ii) transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities (the City's share of which would be an estimated \$9,800). Based on current appropriations, the estimated unaudited year-end undesignated FY17-18 Fund Balance for General Fund 101 is \$17 Million.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Objective 2b. Improve relationships and communication between the City and the business community.

Objective 2c. Capitalize on historic, cultural and natural resources.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.

Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

Disposition of 720 South B Street (5/15/15)
January 23, 2018
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ATTACHMENTS:

Attachment #1 - City Council Resolution - 720 South B St.

Attachment #2 - Successor Agency Resolution - 720 South B St.

Attachment #3 - Standard Offer, Agreement & Escrow Instructions - 720 South B St.

Attachment #4 - Budget Appropriation

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING THE STANDARD OFFER, AGREEMENT AND ESCROW
INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (NON-RESIDENTIAL),
BY AND BETWEEN THE SUCCESSOR AGENCY, AS SELLER, AND THE
CITY OF OXNARD, AS BUYER, WITH REGARD TO REAL PROPERTY
LOCATED AT 720 SOUTH B STREET**

WHEREAS, the Oxnard Community Development Commission (the “**Former CDC**”) was a redevelopment agency in the City of Oxnard (the “**City**”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the “**Redevelopment Law**”); and

WHEREAS, the Former CDC was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill x1 26 (2011-2012 1st Ex. Sess.) (“**AB 26**”) was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the California Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) (“**Part 1.85**”) to Division 24 of the California Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Former CDC, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Former CDC upon the dissolution of the Former CDC under AB 26 (the “**Successor Agency**”); and

WHEREAS, the Successor Agency exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26, and is established as a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484, Chapter 26, Statutes 2012 (“**AB 1484**”). Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down process of former redevelopment agencies (AB 26, as amended by AB 1484, is hereinafter referred to as the “**Dissolution Act**”); and

WHEREAS, California Health and Safety Code Section 34179 of the Dissolution Act establishes a 7-member local entity with respect to each successor agency and such entity is titled the

Resolution No. _____

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“oversight board”. The oversight board has been established for the Successor Agency (hereinafter referred to as the “**Oversight Board**”), and all 7 members have been appointed to the Oversight Board pursuant to California Health and Safety Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in California Health and Safety Code Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, pursuant to Redevelopment Law, the Successor Agency has formulated a Long Range Property Management Plan (“**LRPMP**”) to guide the disposition process. The LRPMP was subsequently approved by the Oversight Board and submitted to the California Department of Finance (the “**DOF**”) for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP; and

WHEREAS, among the properties approved for disposition is an approximate 822 square foot building located at 720 South B Street (the “**Property**”); and

WHEREAS, in June 2017, the Successor Agency retained the services of Lee and Associates, Commercial Real Estate Services, to market the Property for sale; and

WHEREAS, the City desires to purchase the Property to strengthen the downtown area of the City by owning and advocating for the Property and by aiding in future economic activities and tourism for the historic community in which the Property is located; and

WHEREAS, the City has presented to the Successor Agency a proposed Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and the City of Oxnard, as Buyer, with regard to the Property (the “**Agreement**”); and

WHEREAS, the Agreement is now being submitted to the City Council for review and approval; and

WHEREAS, approval of the Agreement will facilitate the requirement per AB 26, the “Dissolution of Redevelopment” bill in winding down the affairs of the Former CDC; and

WHEREAS, it has been determined that the actions to be taken pursuant to the Agreement do not trigger environmental review insofar as no changes are proposed in the underlying use of property involved; and

WHEREAS, all of the prerequisites with respect to the adoption of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Oxnard, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Resolution No. _____

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Section 2. The City Council has received and heard all oral and written objections to the proposed Agreement, and to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 3. The City Council hereby approves the Agreement, substantially in the form attached to the January 23, 2018 joint City and Successor Agency staff report, Agenda Item No. 1892.

Section 4. The City Council hereby authorizes and directs the City Manager, or designee, to execute the Agreement with such non-substantive changes as may be acceptable to the City Attorney and City Special Counsel.

Section 5. The City Council hereby authorizes and directs the City Manager, or designee, to prepare, revise and execute all associated documents necessary to carry out and implement the Agreement and this Resolution, and to administer the City's obligations, responsibilities and duties thereunder.

Section 6. The City determines that the activity approved by this Resolution will not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

Section 7. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City declares that its City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. The adoption of this Resolution is not intended to and shall not constitute a waiver by the City of any constitutional, legal or equitable rights that the City may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Act, and any and all related legal and factual issues, and the City expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 9. This Resolution shall take effect immediately upon its adoption.

Resolution No. _____

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PASSED, APPROVED AND ADOPTED, by the City Council of the City of Oxnard at its meeting held on the _____th day of January, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Todd C. Mooney, City Special Counsel

RESOLUTION NO. ____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF, THE STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (NON-RESIDENTIAL), BY AND BETWEEN THE SUCCESSOR AGENCY, AS SELLER, AND THE CITY OF OXNARD, AS BUYER, WITH REGARD TO REAL PROPERTY LOCATED AT 720 SOUTH B STREET

WHEREAS, the Oxnard Community Development Commission (the “**Former CDC**”) was a redevelopment agency in the City of Oxnard (the “**City**”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the “**Redevelopment Law**”); and

WHEREAS, the Former CDC was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill x1 26 (2011-2012 1st Ex. Sess.) (“**AB 26**”) was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the California Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) (“**Part 1.85**”) to Division 24 of the California Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Former CDC, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Former CDC upon the dissolution of the Former CDC under AB 26 (the “**Successor Agency**”); and

WHEREAS, the Successor Agency exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26, and is established as a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484, Chapter 26, Statutes 2012 (“**AB 1484**”). Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down process of former redevelopment agencies (AB 26, as amended by AB 1484, is hereinafter referred to as the “**Dissolution Act**”); and

WHEREAS, California Health and Safety Code Section 34179 of the Dissolution Act establishes a 7-member local entity with respect to each successor agency and such entity is titled the “oversight board”. The oversight board has been established for the Successor Agency (hereinafter referred to as the “**Oversight Board**”), and all 7 members have been appointed to the Oversight Board pursuant to California Health and Safety Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in California Health and Safety Code Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, pursuant to Redevelopment Law, the Successor Agency has formulated a Long Range Property Management Plan (“**LRPMP**”) to guide the disposition process. The LRPMP was subsequently approved by the Oversight Board and submitted to the California Department of Finance (the “**DOF**”) for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP; and

WHEREAS, among the properties approved for disposition is an approximate 822 square foot building located at 720 South B Street (the “**Property**”); and

WHEREAS, in June 2017, the Successor Agency retained the services of Lee and Associates, Commercial Real Estate Services, to market the Property for sale; and

WHEREAS, the City desires to purchase the Property to strengthen the downtown area of the City by owning and advocating for the Property and by aiding in future economic activities and tourism for the historic community in which the Property is located; and

WHEREAS, the Successor Agency has been presented with a proposed Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and the City of Oxnard, as Buyer, with regard to the Property (the “**Agreement**”); and

WHEREAS, the Agreement is now being submitted to the Successor Agency Board for review and approval; and

WHEREAS, approval of the Agreement will facilitate the requirement per AB 26, the “Dissolution of Redevelopment” bill in winding down the affairs of the Former CDC; and

WHEREAS, the Successor Agency has determined that the actions to be taken pursuant to the Agreement do not trigger environmental review insofar as no changes are proposed in the underlying use of property involved; and

WHEREAS, all of the prerequisites with respect to the adoption of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Governing Board of the Oxnard Community Development Commission Successor Agency, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Resolution No. _____
Page 3

Section 2. The Successor Agency Board has received and heard all oral and written objections to the proposed Agreement, and to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 3. The Successor Agency hereby approves, and recommends to its Oversight Board approval of, the Agreement, substantially in the form attached to the January 23, 2018 joint City and Successor Agency staff report, Agenda Item No. ____.

Section 4. The Successor Agency Board hereby authorizes and directs, and recommends to its Oversight Board that it authorize and direct, the Executive Director of the Successor Agency, or designee, to execute the Agreement with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel.

Section 5. The Successor Agency Board hereby authorizes and directs the Executive Director, or designee, to prepare, revise and execute all associated documents necessary to carry out and implement the Agreement and this Resolution, and to administer the Successor Agency's obligations, responsibilities and duties thereunder.

Section 6. The Successor Agency hereby determines that the activity approved by this Resolution will not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

Section 7. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that its Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Act, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 9. This Resolution shall take effect immediately upon its adoption.

Resolution No. _____

Page 4

PASSED, APPROVED AND ADOPTED, by the Governing Board of the Oxnard Community Development Commission Successor Agency at its meeting held on the _____ day of January, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Chairperson

ATTEST:

Michelle Ascencion, Successor Agency Secretary

APPROVED AS TO FORM:

Todd C. Mooney, Successor Agency Special Counsel



STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)

Dated: _____, 2018

1. Buyer.

1.1 City of Oxnard, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close ~~30 or~~ 15 days after the waiver or expiration of the Buyer's Contingencies, ("Expected Closing Date") to be held by Fidelity National Title ("Escrow Holder") whose address is 950 Hampshire Road, Westlake Village, CA 91361, Phone No. 805.338.7908, Facsimile No. _____ upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) A two story free standing building of approximately 822 square feet is located in the County of Ventura, is commonly known as (street address, city, state, zip) 720 South B Street, Oxnard, CA 93030 and is legally described as: To be supplied in escrow by the Escrow Holder (APN: 202-0-144-220).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Fidelity National Title ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and TBD (collectively, the "Improvements").

2.4 The fire sprinkler monitor: ☐ is owned by Seller and included in the Purchase Price, ☐ is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, ☐ ownership will be determined during Escrow, or ☐ there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and TBD all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$50,000.00, payable as follows:

(Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):

\$50,000.00

(b) Amount of "New Loan" as defined in paragraph 5.1, if any: _____

(c) Buyer shall take title to the Property subject to and/or assume the following existing deed of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)"): _____

(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately: _____

— Said First Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____.

(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately: _____

— Said Second Note is payable at _____ per month, including interest at the rate of _____

INITIALS

~~% per annum until paid (and/or the entire unpaid balance is due on ____;~~
~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the~~
~~property, to secure the promissory note of Buyer to Seller described in paragraph 6~~
~~("Purchase Money Note") in the amount of:~~

Total Purchase Price:

\$50,000.00

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 ☐ Buyer has delivered to Broker a check in the sum of -0-, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or ____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☐ within 2 or ____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of \$50,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of ____ to be applied to the Purchase Price at the Closing.

(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of ____ to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

~~5. Financing Contingency. (Strike if not applicable)~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least ____ % of the Purchase Price, on terms reasonably acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 Buyer hereby agrees to diligently pursue obtaining the New Loan. If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within ____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If, after due diligence, Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

~~6. Seller Financing. (Purchase Money Note). (Strike if not applicable)~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of ____ % per annum, with principal and interest paid as follows: _____. The Purchase Money~~


INITIALS

Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.

6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):

(a) ~~Prepayment~~. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.

(b) ~~Late Charge~~. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.

(c) ~~Due On Sale~~. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.

6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.

6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.

6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.

7. Real Estate Brokers.

7.1 The following real estate broker(s) ("Brokers") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):

☐ represents Seller exclusively ("Seller's Broker");

☐ represents Buyer exclusively ("Buyer's Broker"); or

☒ Lee & Associates-LA North/Ventura, Inc. represents both Seller and Buyer ("Dual Agency").

The Parties acknowledge that other than the Brokers listed above, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named in paragraph 7.1, and no broker or other person, firm or entity, other than said Brokers is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.


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8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. **IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT.** Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 ~~or~~ ___ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has 10 ~~or~~ ___ days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has 30 ~~or~~ ___ days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has 30 ~~or~~ ___ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals.* Buyer has ~~30 or~~ 90 ___ days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("Title

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Commitment) concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 ~~of~~ ____ days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey*. Buyer has 30 ~~of~~ ____ days following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements*. Seller shall within 10 ~~of~~ ____ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association*. Seller shall within 10 ~~of~~ ____ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) *Other Agreements*. Seller shall within 10 ~~of~~ ____ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) *Financing*. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.

(l) *Existing Notes*. If paragraph 3.1(c) has not been stricken, Seller shall within 10 ~~of~~ ____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 ~~of~~ ____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 ~~of~~ ____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 ~~of~~ ____ days from the receipt of such documents to satisfy itself with regard to the form and content thereof.

(m) *Personal Property*. In the event that any personal property is included in the Purchase Price. Buyer has 10 ~~of~~ ____ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 ~~of~~ ____ days following the Date of Agreement.

(n) *Destruction, Damage or Loss*. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.


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(p) **Seller Performance.** The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) **Brokerage Fee.** Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "**Buyer's Contingencies**."

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("**Disapproved Item**"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("**Seller's Election**"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

- (a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.
- (b) If applicable, the Beneficiary Statements concerning Existing Note(s).
- (c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.
- (d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.
- (e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.
- (f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.
- (g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.
- (h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

- (a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.


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(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance.* **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses.* Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit.* Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances.* In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance.* In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees.* Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable


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governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.


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17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Oxnard, CA on the date of June 30, 2018, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties). THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$500.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

Buyer's Initials

Seller's Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("**COMMERCIAL RULES**"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. THE NUMBER OF ARBITRATORS SHALL BE AS PROVIDED IN THE COMMERCIAL RULES AND EACH SUCH ARBITRATOR SHALL BE AN IMPARTIAL REAL ESTATE BROKER WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR OR ARBITRATORS SHALL BE APPOINTED UNDER THE COMMERCIAL RULES. AND SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE

INITIALS

LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials

Seller's Initials

23. Miscellaneous.

23.1 Binding Effect. This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 Applicable Law. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 Time of Essence. Time is of the essence of this Agreement.

23.4 Counterparts. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 Waiver of Jury Trial. **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

23.6 Conflict. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions.**

23.7 1031 Exchange. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent.* A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent.* A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations: (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller


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should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 28 through 30. (If there are no additional provisions write "NONE".)

Attached is a Seller's Mandatory Disclosure Statement and Property Information Sheet.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BROKER

Lee & Associates LA North/Ventura, Inc.

Attn: Bruce Milton

Title: Associate

Address: 1000 Town Center Drive, Suite 310,

Oxnard, CA 93036

Phone: 805.626.1200

Fax: 805.413.7000

Email: bmilton@lee-re.com

Federal ID No.: 01191898

Broker/Agent BRE License #: 01945652

Date: _____, 2018

BUYER

City of Oxnard

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____


INITIALS

Email: _____

Address: 214 South C Street, Oxnard, CA 93030

Federal ID No.: _____

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 5 % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker 100 % and Buyer's Broker 100 %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER

Lee & Associates LA North/Ventura, Inc.

Attn: Bruce Milton

Title: Associate

Address: 1000 Town Center Drive, Suite 310,
Oxnard, CA 93036

Phone: 805.626.1200

Fax: 805.413.7000

Email: bmilton@lee-re.com

Federal ID No.: 01191898

Broker/Agent BRE License #: 01945652

Date: _____, 2018

SELLER

Oxnard Community Development Commission
Successor Agency

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: 214 South C Street, Oxnard, CA 93030

Federal ID No.: _____

AIR CRE, 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com
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Last Edited: 12/18/2017 8:52 AM

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OFA-20.00, Revised 01-03-2017



ADDENDUM TO THE STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

Date: _____, 2018

By and Between

Buyer: City of Oxnard

Seller: Oxnard Community Development Commission Successor Agency

Property Address: 720 South B Street, Oxnard, CA 93030

(street address, city, state, zip)

This Addendum is attached and made part of the above-referenced Agreement (said Agreement and the Addendum are hereinafter collectively referred to as the "Agreement"). In the event of any conflict between the provisions of this Addendum and the printed provisions of the Agreement, this Addendum shall control.

28. Balance of the Purchase Price in the amount of \$50,000.00 shall be deposited with the Escrow Holder in cash or wired funds at least twenty-four (24) hours prior to the close of escrow.

29. Escrow shall close within fifteen (15) calendar days after Buyer's approval of all Contingencies to Closing (see paragraph 9).

30. The grant deed shall include the provisions listed in California Health and Safety Code Section 33436(a)(1).

AIR CRE, 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777. Email contracts@aircre.com

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REQUEST FOR BUDGET APPROPRIATION

Department: Economic Development
Project/Program
Manager: Kym Horner

Date: January 23, 2018
Phone: 385-7853

Reason for Appropriation:

Appropriate funds for a) the purchase of a building located at 720 South B Street and the cost of repairs b) and six months of the HSPOA assessment

Fund: General Fund (101)

Expenditures/Transfers Out

Econ Dev

101-8100-804-8357 MAINTENANCE SERVICES / MEMBERSHIPS-OTHER 1,122

Non-Departmental

101-1002-808-8712 TRANSFERS - OUT / TSFR TO CAPITAL OUTLAY FD 75,000

Sub-total Expenditures 76,122

Net Change to Fund Balance (76,122)

Fund: Capital Outlay Fund (301)

Revenues/Transfer In

Econ Dev-Capital Imprv

301-8150-711-7901 OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUNI 75,000

Sub-total Revenues 75,000

Expenditures/Transfers Out

720 South B. St.-BLDG (Project 188101)

301-8150-826-8602 CAPITAL OUTLAY / BUILDING-NEW 75,000

Sub-total Expenditures 75,000

Net Change to Fund Balance 0

Net Appropriation Change 151,122

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____
 BA Doc# (Finance Use Only) _____
 Rev _____

Packet Pg. 119



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report
AGENDA ITEM NO.: 3

DATE: January 23, 2018

TO:
Successor Agency

THROUGH: Scott Whitney
Interim City Manager

FROM: Kymberly Horner
Economic Development Director

SUBJECT: Recognized Obligation Payment Schedule 2018-2019 (5/5/10)

CONTACT: Kymberly Horner, Economic Development Director
Kymberly.Horner@oxnard.org, 385-7407

RECOMMENDATION:

That the Community Development Commission Successor Agency ("Successor Agency") adopt a Resolution approving the Annual Recognized Obligation Payment Schedule ("ROPS") 18-19 covering the period of July 1, 2018 - June 30, 2019.

BACKGROUND

Previously, the law required a successor agency to prepare an Oversight Board-approved ROPS for every six (6)-month fiscal period (HSC Section 34177). SB 107 terminated the every six (6) month ROPS timeline as of December 31, 2015 and instead requires an annual ROPS reporting as of January 1, 2016. Hence, all successor agencies must submit their ROPS no later than February 1, 2018 for the period beginning July 1, 2018 and ending June 30, 2019.

Attached to this staff report is the City's Annual ROPS 18-19, covering the period beginning July 1, 2018 and ending June 30, 2019. SB 107 continues the civil penalty of ten thousand dollars (\$10,000) for every day a successor agency is past due on ROPS submission. The California Department of Finance ("DOF") shall make its determinations by April 15, 2018 and each April 15 thereafter.

Recognized Obligation Payment Schedule 2018-2019 (5/5/10)

January 23, 2018

Page 2

Furthermore, beginning January 1, 2016, SB 107 allows for successor agencies to submit a Last and Final ROPS in certain situations where the remaining debt of a successor agency is limited to administrative costs and enforceable obligation payments, all remaining obligations have been previously listed on a ROPS approved by DOF, and the successor agency is not a party to any ongoing litigation. Upon DOF approval, the Last and Final ROPS will establish the maximum amount of redevelopment property tax trust funds to be distributed to the successor agency for each remaining fiscal year, until all obligations are fully paid.

An additional change relating to the ROPS will commence on October 1, 2018 (and every October 1 thereafter) requiring successor agencies to submit differences between actual payments and the past estimated obligations on prior ROPS to the County Auditor-Controller for review. The County Auditor-Controller must then provide DOF with a review of these differences no later than February 1, 2019 and every February 1 thereafter (HSC 34186 [c]).

Finally, as specified in California Senate Bill 107 and beginning on July 1, 2018, all oversight boards in California will be consolidated into one oversight board per county.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Approval of ROPS 18-19 will facilitate the ability of the Successor Agency to continue payment of the enforceable obligations of the former Community Development Commission and is among the reasonable measures required to be taken to avoid triggering an event of default under any enforceable obligations.

ATTACHMENTS:

Attachment #1 - SA Resolution 18-19 ROPS

Attachment #2 - ROPS FY 18-19

**OXNARD COMMUNITY DEVELOPMENT COMMISSION
SUCCESSOR AGENCY RESOLUTION NO. _____**

**A RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY ADOPTING A THIRD ANNUAL
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 18-19)
FOR JULY 1, 2018 – JUNE 30, 2019**

WHEREAS, Assembly Bill x1 26 (“AB 26”) and AB x1 27 (“AB 27”) were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, AB 26 amends Sections 33500, 33501, 33607.5 and 33607.7 of the California Health and Safety Code and adds Part 1.8 and Part 1.85 to Division 24 of the California Health and Safety Code; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, subject to all reservations herein stated, the Community Development Commission was dissolved as of February 1, 2012 such that the Community Development Commission shall be deemed a former redevelopment agency under Health and Safety Code section 34173(a); and

WHEREAS, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, on January 10, 2012, by Resolution 14,135, the City Council of the City of Oxnard declared itself as the successor agency upon the dissolution of the Community Development Commission, subject to all reservations stated in such resolution; and

WHEREAS, the California Supreme Court in California Redevelopment Association v. Matosantos, Case No. S194861 upheld the constitutionality of ABx1 26 and established May 1, 2012 as the date by which the draft Recognized Obligation Payment Schedule (“ROPS”) must be prepared; and

WHEREAS, California Health and Safety Code Section 34171(h) and 34177(m) provide that a successor agency must prepare a ROPS every six months after the initial ROPS period; and

WHEREAS, on April 24, 2012 the Successor Agency adopted a Draft ROPS; and

WHEREAS, on April 25, 2012 the Oversight Board to the Oxnard Community Development Commission Successor Agency directed Successor Agency Staff to amend the ROPS to incorporate the State Department of Finance’s revised ROPS format; and

WHEREAS, on May 8, 2012 a revised Amended ROPS I was adopted by the Successor Agency and identified enforceable obligations for the period of February 1, 2012 through June 30, 2012; and

WHEREAS, on May 8, 2012 a ROPS II was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2012 through December 31, 2012; and

WHEREAS, on July 22, 2012 a ROPS III was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2013 through June 30, 2013; and

WHEREAS, on February 12, 2013 a ROPS IV (13-14A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2013 through December 31, 2013; and

WHEREAS, on September 10, 2013 a ROPS V (13-14B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2014 through June 30, 2014; and

WHEREAS, on February 11, 2014 a ROPS VI (14-15A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2014 through December 31, 2014; and

WHEREAS, on September 9, 2014 a ROPS VII (14-15B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2015 through June 30, 2015; and

WHEREAS, on February 24, 2015 a ROPS VIII (15-16A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2015 through December 31, 2015; and

WHEREAS, on September 1, 2015 a ROPS IX (15-16B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2016 through June 30, 2016; and

WHEREAS, SB 107 terminates the every six months ROPS timeline as of December 31, 2015 and instead requires annual ROPS reporting starting with the first annual ROPS 16-17 for the period beginning July 1, 2016 and ending June 30, 2017; and

WHEREAS, California Health and Safety Code Section 34177(o) provide that a successor agency must prepare a ROPS every twelve months; and

WHEREAS, on January 19, 2016 the First Annual ROPS (16-17) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2016 through June 30, 2017; and

WHEREAS, on January 24, 2017 the Second Annual ROPS (17-18) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2017 through June 30, 2018; and

WHEREAS, on January 23, 2018 the proposed Third Annual ROPS (18-19) identifies each enforceable obligation on which payments will be required during the period of July 1, 2018 through June 30, 2019.

NOW, THEREFORE, THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Oxnard Community Development Commission Successor Agency hereby finds and determines that the foregoing recitals are true and correct.

Section 2. All legal prerequisites to the adoption of this Resolution have occurred.

Section 3. The attached Proposed ROPS is hereby adopted.

Section 4. Successor Agency staff is hereby authorized to administratively amend the ROPS in order to modify, adjust or remove line items pending the outcome of review by the Oversight Board, the County Auditor-Controller, and/or the California Department of Finance and to format the ROPS to conform with State Department of Finance requirements not yet published, and to take all necessary and appropriate actions to prepare and submit the ROPS, provided, however, that neither such authorization nor such removal shall be deemed to be, nor are they intended as, an acknowledgment of the validity of ABx1 26 and AB 1484 or such action by the Oversight Board, the County Auditor-Controller and/or the California Department of Finance. The Successor Agency reserves all rights to challenge the validity and/or application of any or all provisions of ABx1 26 and AB 1484 in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

Section 5. This Resolution shall take effect immediately upon its adoption.

Section 6. The Successor Agency's Secretary Designate shall certify as to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Chairman

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, Secretary Designate

Stephen M. Fischer, General Counsel

Oxnard Recognized Obligation Payment Schedule (ROPS 18-19) - ROPS Detail

July 1, 2018 through June 30, 2019

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 18-19 Total	18-19A (July - December)					18-19A Total	18-19B (January - June)					18-19B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
1	CCRP Tax Allocation Refunding	Bonds Issued On or Before	4/13/2004	9/1/2026	Wells Fargo/Finance	Downtown Infrastructure, Capital		\$ 110,827,249	N	\$ 9,637,863	\$ -	\$ 2,589,603	\$ 840,379	\$ 1,044,030	\$ 125,000	\$ 4,599,012	\$ -	\$ 232,922	\$ 840,379	\$ 3,840,550	\$ 125,000	\$ 5,038,851
2	CCRP Assessment District Payment	Property Maintenance	7/1/2006	12/31/2019	Ox. Downtown Mgmt District	Property Based Improvement District Payment		10,838,415	N	\$ 2,541,301						\$ 1,161,181						\$ 1,380,120
10	Project Management	Project Management Costs	1/1/2014	6/30/2019	City Community Development	Property management, project management and inspection	Central City Revitalization Project	55,160	N	\$ 55,160					55,160	\$ 55,160						\$ -
15	Project Management	Project Management Costs	1/1/2014	6/30/2019	City Community Development	Property management, project management and inspection	Downtown	59,350	N	\$ 59,350					59,350	\$ 59,350						\$ -
17	HERO Tax Alloc Bond 2006	Bonds Issued On or Before	12/13/2006	9/1/2036	Wells Fargo/Finance	Street Reconstruction Projects; including debt management costs		14,234,424	N	\$ 1,338,766			552,922			\$ 552,922		232,922		552,922		\$ 785,844
18	HERO Tax Alloc Bond 2008	Bonds Issued On or Before	6/17/2008	9/1/2038	Wells Fargo/Finance	RiverPark Parking Structure Infrastructure; including debt management costs		16,400,216	N	\$ 1,182,657			474,219			\$ 474,219				708,438		\$ 708,438
24	HERO RiverPark	OPA/DDA/Construction	5/18/2010	11/19/2032	RiverPark A Manag Member/ RiverPark Legacy LLC	Affordable Housing		14,944,091	N	\$ 517,720			258,860			\$ 258,860			258,860			\$ 258,860
38	Contracts and services	Professional Services	12/12/2011	10/9/2019	HDL, Coren and Cone	Property Tax and Tax Increment Preparation		24,000	N	\$ 10,000				5,000		\$ 5,000				5,000		\$ 5,000
40	HERO RiverPark MOU to OPA	OPA/DDA/Construction	9/26/2010	7/27/2035	RiverPark A	Infrastructure reimbursement payments per MOU to OPA		32,664,746	N	\$ 1,163,038			581,519			\$ 581,519			581,519			\$ 581,519
44	Project Management	Project Management Costs	1/1/2014	6/30/2019	City Employees	Property management, project management and inspection	HERO	211,560	N	\$ 211,560				211,560		\$ 211,560						\$ -
48	Ormond Beach Tax Alloc Bond 2006	Bonds Issued On or Before	12/13/2006	9/1/2036	Wells Fargo	Street Reconstruction Project		6,140,222	N	\$ 603,506			254,898			\$ 254,898				348,608		\$ 348,608
49	Project Management	Project Management Costs	1/1/2014	6/30/2019	City Employees	Property management, project management and inspection	Ormond Beach	12,090	N	\$ 12,090				12,090		\$ 12,090						\$ -
50	Southwinds Tax Allocation Bond 2006	Bonds Issued On or Before	12/13/2006	9/1/2036	Wells Fargo	Street Reconstruction Bond		3,508,845	N	\$ 345,585			146,383			\$ 146,383				199,202		\$ 199,202
51	Project Management	Project Management Costs	1/1/2014	6/30/2019	City Employees	Property management, project management and inspection	Southwinds	10,860	N	\$ 10,860					10,860	\$ 10,860						\$ -
52	Downtown Lease Guarantee Pmt 50%	OPA/DDA/Construction	11/26/2003	11/26/2025	Oxnard Theater Group	*Downtown Theater lease guarantee payment		9,956,000	N	\$ 700,000					350,000	\$ 350,000				350,000		\$ 350,000
54	Bond Counsel	Fees	4/1/2007	9/1/2019	Goodwin and Proctor	Legal Counsel for CDC Bonds		40,000	N	\$ 40,000					20,000	\$ 20,000				20,000		\$ 20,000
55	Contracts and Services	Legal	1/1/2003	8/30/2019	Kane, Ballmer, and Berkman	Agency Legal Counsel		250,000	N	\$ 250,000					125,000	\$ 125,000						\$ 125,000
57	Contracts and Services	Professional Services	1/1/2018	6/30/2020	TBD	Project Development and : Cost assumptions, capital budgets, operating statements, marketing data and funding commitments		250,000	N	\$ 125,000					62,500	\$ 62,500				62,500		\$ 62,500
58	Contracts and Services	Property Maintenance	2/1/2009	6/30/2019	R.A. Altmore & Sons	Weed Abatement		7,000	N	\$ 3,500					1,750	\$ 1,750				1,750		\$ 1,750
63	Trustee Services	Fees	1/1/2014	6/30/2019	Wells Fargo Bank	Debt service administration for bond issues		20,000	N	\$ 20,000					10,000	\$ 10,000				10,000		\$ 10,000
64	Arbitrage compliance	Fees	1/1/2014	6/30/2019	City Finance Department	Arbitrage compliance for bond issues			Y	\$ -						\$ -						\$ -
69	Oversight Board Legal Counsel	Legal	1/1/2018	6/30/2020	Leibold, McClendon, & Mann	Oversight Board Representation		30,000	N	\$ 15,000				7,500		\$ 7,500				7,500		\$ 7,500
76	Administrative Allowance	Admin Costs	1/1/2014	6/30/2038	Oxnard CDC	Salaries and Benefits Admin and Housing		700,000	N	\$ 35,000						17,500	\$ 17,500				17,500	\$ 17,500
77	Materials and Supplies	Admin Costs	1/1/2014	6/30/2020	Oxnard CDC	Postage Subscriptions Office Supplies Minor Equipment		5,000	N	\$ 5,000					2,500	\$ 2,500					2,500	\$ 2,500
78	Contracts and Services	Admin Costs	1/1/2014	6/30/2019	League of CA Cities	Membership			Y	\$ -						\$ -						\$ -
79	Maintenance Services	Admin Costs	1/1/2014	6/30/2020	Oxnard CDC	Reimbursements, Rental Vehicle, Service Equipment		60,000	N	\$ 60,000					30,000	\$ 30,000					30,000	\$ 30,000
80	Other Services	Admin Costs	1/1/2014	6/30/2020	Oxnard CDC & City of Oxnard	Legal Advocacy, External Phone, Cell Phone, Voice mail, Administrative Support		50,000	N	\$ 50,000					25,000	\$ 25,000					25,000	\$ 25,000
81	Fixed Charges	Admin Costs	1/1/2014	6/30/2020	Oxnard CDC	Data Process, Liability Ins, Indirect Charges, Priorated Charges Facility Rental		100,000	N	\$ 100,000					50,000	\$ 50,000					50,000	\$ 50,000
82	CCRP County Property Tax	Fees	1/1/2014	6/30/2019	Ventura Auditor Controller	Property Taxes on Heritage Square Property			Y	\$ -						\$ -						\$ -
96	Real Estate	Professional Services	1/1/2020	1/1/2020	TBD	Real Estate Appraisal Services			N	\$ -						\$ -						\$ -
98	Litigation for Future Legal Costs	Litigation	1/1/2003	8/30/2019	Kane, Ballmer, and Berkman	Agency Legal Counsel		86,520	N	\$ 86,520				43,260		\$ 43,260				43,260		\$ 43,260
101	Disposition of Successor Agency Property	Property Dispositions	1/1/2017	6/30/2020	Kosmont Companies	Professional Services Real Estate Brokerage		100,000	N	\$ 50,000				25,000		\$ 25,000				25,000		\$ 25,000
102	Land Use Legal Fees	Property Dispositions	1/1/2017	1/1/2020	TBD	Legal Services Regarding Land Use		30,000	N	\$ 30,000				30,000		\$ 30,000						\$ -
103	Heritage Square HOA Dues	Property Maintenance	12/13/1990	6/30/2029	Monthly Association Dues	Per HSPOA Agreement		25,000	N	\$ 2,500				1,250		\$ 1,250				1,250		\$ 1,250
104								N	\$ -							\$ -						\$ -
105								N	\$ -							\$ -						\$ -
106								N	\$ -							\$ -						\$ -
107								N	\$ -							\$ -						\$ -
108								N	\$ -							\$ -						\$ -
109								N	\$ -							\$ -						\$ -
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139								N	\$ -							\$ -						\$ -
140								N	\$ -							\$ -						\$ -

Oxnard Recognized Obligation Payment Schedule (ROPS 18-19) - ROPS Detail																						
July 1, 2018 through June 30, 2019																						
(Report Amounts in Whole Dollars)																						
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 18-19 Total	18-19A (July - December)					18-19A Total	18-19B (January - June)					18-19B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
141								N	\$	-						\$	-					\$
142								N	\$	-						\$	-					\$
143								N	\$	-						\$	-					\$
144								N	\$	-						\$	-					\$
145								N	\$	-						\$	-					\$
146								N	\$	-						\$	-					\$
147								N	\$	-						\$	-					\$
148								N	\$	-						\$	-					\$
149								N	\$	-						\$	-					\$
150								N	\$	-						\$	-					\$

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**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Report
AGENDA ITEM NO.: 4**

DATE: January 23, 2018

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Resolutions Ordering Recall Election. (5/10/10)

CONTACT: Michelle Ascencion, City Clerk
Michelle.Ascencion@oxnard.org, 385-7805

RECOMMENDATION:

That the City Council:

1. Select a date for the special election and adopt a resolution calling and giving notice of a Special Municipal Election for the recall and election of candidates to fill vacancies should the recall prevail; and
2. Adopt a resolution establishing regulations for Candidate Statements to be printed in the Voter Information Guide.

BACKGROUND

Special Election

Following service of Notices of Intent (5/16/17) and publication (5/25/17), the recall petition formats were reviewed and authorized for circulation (6/12/17), filed with the City Clerk (11/15/17), and reviewed and verified by the County (12/29/17). Certificates of Sufficiency of the Petitions were presented to the City Council by the City Clerk on January 9, 2018 (the next regular meeting, per Elections Code §11227).

Elections Code §11240 and 11242 require that within 14 days (by January 23, 2018), the City Council shall issue an order calling the election to be held not less than 88, nor more than 125 days after the issuance of the order, and must be held on a Tuesday (EC §1100). Potential election dates within the 88 to 125 day range are April 24, May 1, May 8, May 15, or May 22, 2018. However, there are potential issues with some of these dates:

Resolutions Ordering Recall Election.

January 23, 2018

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- April 24: EC §11381(b) states that the nomination period must close no later than the 75th day before the election, which would be February 8 for this election. If the nomination period opens January 25, that only allows 10 business days for the nomination period.
- May 15 and May 22: The close proximity of these dates to the June 5 Primary Election is problematic. The County's election calendar (**Attachment C**) shows that the County's Voter Information Guides are mailed April 26 through May 15, and the Vote By Mail ballots are mailed May 7 through May 29. Having mailings for the city's special election going out around the same time as the statewide primary's mailings may cause confusion among the voters with seemingly conflicting dates, unusual polling locations, and multiple Vote By Mail ballots and Voter Information Guides.

Therefore it is recommended that the Council select May 1 or May 8 as the date of the special election, with the following nomination periods proposed for those dates:

<u>Election Date</u>	<u>Nomination Period</u>
May 1, 2018	Jan. 25 through Feb. 15 (14 business days / 3 calendar weeks)
May 8, 2018	Jan. 25 through Feb. 22 (18 business days / 4 calendar weeks)

Candidates and Candidate Statements

The recall election is different from a General Election, in that there are two processes happening concurrently. The first part is the question of whether the officer shall be removed (recalled) from office (the ballot measure issue), and the second part is the names of the candidates nominated to succeed a specific officer, as reflected in the proposed resolution (**Attachment A**). Candidates will have to run for a specific office. If the recall of an officer prevails, the candidate receiving the highest number of votes for the office shall be declared elected for the unexpired term of the recalled officer (EC §11385).

An incumbent may not be a candidate to succeed him/herself or any other subject of the recall (EC §11381[c]), but incumbents may submit a Statement of Officer Being Recalled for publication in the official Voter Information Guide ("sample ballot"). Challengers may submit a Candidate Statement of Qualifications. Both the incumbent and the challenger must adhere to the rules outlined in the proposed resolution (**Attachment B**) and those wishing to publish a statement must pay a deposit of \$1,600, with the understanding that they may be required to pay more, or receive a partial refund, depending on the final cost of printing. The text of the original Petition for Recall and the incumbent's answer will also be printed in the Voter Information Guide.

FINANCIAL IMPACT

The adoption of these resolutions carries no fiscal impact. However, staff will be returning at the next meeting with a request for a budget appropriation for election services from an election

Resolutions Ordering Recall Election.

January 23, 2018

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consultant and the County of Ventura, at a cost that is unknown at this time. The election budget for FY17-18 is \$154,528. Once staff receives better estimates of required special election costs, staff will return to Council to seek additional appropriation.

ATTACHMENTS:

Attachment A: Resolution Calling Special Election

Attachment B: Resolution Establishing Rules for Candidate Statements

Attachment C: Calendar-Initiative-and-CF-Primary-June-2018-Web-version

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CALLING AND GIVING NOTICE OF A SPECIAL MUNICIPAL ELECTION
TO BE HELD ON TUESDAY, _____, 2018 FOR THE
SUBMISSION OF THE QUESTION OF THE RECALL OF CERTAIN
OFFICERS AND THE ELECTION OF CANDIDATES TO FILL THE
VACANCY OR VACANCIES IF THE RECALL PREVAILS

WHEREAS, under the provisions of the law relating to General Law cities in the State of California, recall petitions were filed demanding the recall of Tim Flynn, Mayor; Oscar Madrigal, Member of the City Council; Bert Perello, Member of the City Council; and Carmen Ramirez, Member of the City Council; and

WHEREAS, the petitions were signed by more than 15 percent of the registered voters of the City of Oxnard; and

WHEREAS, candidates shall be elected to fill the vacancy or vacancies if the recall prevails; and

WHEREAS, the City Council is authorized and directed by statute to submit the proposed recall to the qualified voters of the City of Oxnard.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD does resolve, declare, determine, and order as follows:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law cities, there is called and ordered to be held in the City of Oxnard, California, on Tuesday, _____, 2018, a Special Municipal Election for the purpose of submitting the question of the recall of Tim Flynn, Mayor; Oscar Madrigal, Member of the City Council; Bert Perello, Member of the City Council; and Carmen Ramirez, Member of the City Council; and the election of candidates to fill the vacancy or vacancies, if the recall prevails.

SECTION 2. That on the ballots to be used at the election, in addition to any other matters required by law, there shall be printed substantially the following:

Shall <u>TIM FLYNN</u> be recalled (removed) from the office of Mayor of the City of Oxnard?	YES	
	NO	

For Mayor

Candidates to succeed Tim Flynn as Mayor of the City of Oxnard if he is recalled.

Term Ending December, 2018	Vote for ONE
----------------------------	--------------

(followed by the list of candidates qualifying for this office)

Shall <u>OSCAR MADRIGAL</u> be recalled (removed) from the office of Member of the City Council of the City of Oxnard?	YES	
	NO	
<i>For Member of the City Council</i> Candidates to succeed Oscar Madrigal as Member of the City Council of the City of Oxnard if he is recalled. Term Ending December, 2020 Vote for ONE (followed by the list of candidates qualifying for this office)		

Shall <u>BERT PERELLO</u> be recalled (removed) from the office of Member of the City Council of the City of Oxnard?	YES	
	NO	
<i>For Member of the City Council</i> Candidates to succeed Bert Perello as Member of the City Council of the City of Oxnard if he is recalled. Term Ending December, 2018 Vote for ONE (followed by the list of candidates qualifying for this office)		

Shall <u>CARMEN RAMIREZ</u> be recalled (removed) from the office of Member of the City Council of the City of Oxnard?	YES	
	NO	
<i>For Member of the City Council</i> Candidates to succeed Carmen Ramirez as Member of the City Council of the City of Oxnard if she is recalled. Term Ending December, 2018 Vote for ONE (followed by the list of candidates qualifying for this office)		

SECTION 3. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 4. That the City Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 5. That the polls shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 6. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections. Pursuant to Section 15651 of

the Elections Code, in the event of a tie vote, the Election Official shall determine the tie by random drawing.

SECTION 7. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED, this 23rd day of January, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE
PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE
VOTERS FOR AN ELECTION TO BE HELD ON TUESDAY,
_____, 2018

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency shall adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate statement.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD does resolve, declare, determine, and order as follows:

SECTION 1. GENERAL PROVISIONS. That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Oxnard on _____, 2018 may prepare a candidate statement on the appropriate form provided by the City Clerk, as the Elections Official.

A. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications; written in the first person and conforming to the attached word count and formatting guidelines in **Exhibit A**. The statement must be in 12 point type of any standard font, using block paragraphs and single space format, and is limited to 30 lines.

B. The statement shall not include the party affiliation of the candidate, nor the candidate's membership or activity in partisan political organizations, nor comments nor reference to any opponent or their qualifications, character, or activities (Elections Code §13308). The Elections Official will remove improper language from any statement and not allow it to be printed. The candidate will be notified of the improper language and its removal from the Statement.

C. If text exceeds the word limit, the author will be asked to delete or change a sufficient number of words, or a sentence, to ensure compliance with the required word limit. The statement should be checked by the candidate for spelling and punctuation as the elections official is not permitted to edit any material contained therein once the Candidate Statement has been filed.

D. The statement shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed. A signed hardcopy of the statement must be submitted in addition to an electronic version, in the form of a Microsoft Word document, via email, CD, or USB drive. The signed hard copy of the statement is the official filed document. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

E. Per Elections Code Section 18351, any candidate who knowingly makes a false statement of material fact in a candidate's statement, with the intent to mislead the voters, is subject to punishment by a fine not to exceed \$1,000.

F. All candidate statements shall remain confidential until the nomination period closes.

G. Filing a candidate statement is optional. If a candidate statement is not filed, the candidate shall submit a signed blank candidate statement form with his/her completed nomination papers.

SECTION 2. PAYMENT. The Elections Official shall estimate the total cost of printing, handling, translating, and mailing the candidate statement files pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended).

A. Each candidate filing a statement shall be required to pay a deposit of \$1,600 in advance for the estimated pro rata share of printing costs per candidate. The candidate shall deposit this estimated cost with the City Clerk at the time of submission of the candidate statement. Payment shall be made by cashier's check only, payable to the City of Oxnard.

B. The candidate authorizes printing of a candidate statement with the clear understanding that the final printing cost will depend on the actual number of candidates filing statements. Therefore the deposit paid may ultimately be significantly more or less than the actual final cost, and the candidates will be expected to pay the balance of the cost incurred. In the case of overpayment, the clerk shall refund the excess amount paid within 30 days of the election.

SECTION 3. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the Voter Information Guide.

SECTION 4. The City Clerk shall provide each candidate a copy of this resolution at the time nominating petitions are issued.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED, this 23rd day of January, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

WORD COUNT**Elections Code §9**

The following are the guidelines for computing the word count:

- 1) The title and signatures are not counted - only the text is counted.
- 2) Punctuationnot counted
- 3) Dictionary words.....one
Examples: "I", "a", "the", "and", "an" – 1 word
- 4) Abbreviations.....one
Examples: UCLA, PTA, U.S.M.C., and L.A.P.D.
Each abbreviation for a word, phrase, or expression
All acronyms count towards the all CAPS 10 word limit
- 5) All geographical names.....one
Examples: County of Ventura – 1 word
Santa Barbara – 1 word
City of San Francisco – 1 word
- 6) All district proper names.....one per word
Examples: Ventura Unified School District – 4 words
Rio Elementary School District – 4 words
Sheriff Smith – 2 Words
- 7) Numbers:
Digits (1, 10 or 100, etc.).....one
Spelled out (one, ten or one hundred).....one per word
- 8) Numeric combinations (1991, 13½, 1991-93, 5%).....one
- 9) Dates:
All digits (4/8/14).....one
Words and digits (April 8, 2014).....two
- 10) Monetary amounts (if the dollar sign is used with figures – \$1,000.00).....one
(spelled out – one thousand dollars).....one per word
- 11) Hyphenated words.....one per word
Words appearing hyphenated in a 10 year old standard dictionary.....one word
- 12) Website and telephone number.....one
- 13) If measure designation (example: Measure A) is used in the text.....one
- 14) Limit of 10 all CAP words.

NOT PERMITTED:

Bold, italics, or underlining.

Centering or indentation.

Bullets, symbols, or graphics/special characters.

MARK A. LUNN
Clerk-Recorder, Registrar of Voters
County of Ventura Elections Division
Statewide Direct Primary Election Calendar
June 5, 2018

December 14, 2017 through February 7, 2018 173-118 days	Signatures in-lieu of Filing Fees - State Constitutional, Legislative, Judicial, and County Offices.
December 15, 2017 172 days	Last day to file petitions regarding measures and/or initiatives.
January 29, 2018 127 days	Last day to request consolidation by delivering resolution for cities, schools, and special districts for offices to be filled, including ballot text for initiative measures. NOTE: Resolutions requesting consolidation for measures received after January 29 may have shortened and/or no Argument/Rebuttal periods.
January 29, 2018 through February 7 127-118 days	Declaration of Intention filing period for Judicial offices only.
February 6, 2018 119 days	Board of Supervisors to approve all requests for consolidation.
February 7 118 days	Signatures in-lieu filing period closes.
February 8 through February 12 117-113 days	If an incumbent judicial officer for any reason fails to file a Declaration of Intention by February 7, 2018, 5:00 p.m., qualified persons other than the incumbent may file Declaration of Intention no later than February 12, 2018.
February 9 116 days	Publish Notice of Election, Offices to be Filled and Ballot Label of Measures with dates of Arguments/Rebuttals. Public examination opens for 10 days immediately upon receipt of documents.
February 12 through March 9 113-88 days	Declaration of Candidacy and Nomination period.
February 19 106 days	Ballot title and summary, tax rate statement, and full text of measure due to County Elections Office.
February 20 105 days	Measures to County Counsel (or City Attorney) to prepare Impartial Analysis.

February 20 through February 28 105-97 days	Arguments filing period. Public exam March 1 through March 10.
March 1 through March 9 96-88 days	Rebuttals filing period. Public exam March 10 through March 19.
March 10 through March 14 87-83 days	Extension of nomination period.
March 15 82 days	Random alpha drawing for names appearing on the ballot.
March 23 74 days	County Voter Information Guide pages to printers.
April 9 through May 22 57-14 days	Write-in candidate filing period.
April 26 through May 15 40-21 days	Mail County Voter Information Guides to voters.
May 7 through May 29 29-7 days	Vote By Mail ballots are available.
May 21 15 days	Last day to register to vote.
June 5	Election Day. Polls open 7 a.m. to 8:00 p.m.
June 7 2 days	Official Canvass begins.
July 5 30 days	Completion of Official Canvass.

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CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report
AGENDA ITEM NO.: 5

DATE: January 23, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in dark ink, appearing to read "S. Whitney".

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Award of a 29 Month Contract for Riverpark Landscape Maintenance (5/10/5)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That City Council:

1. Approve and authorize the Mayor to execute Agreement A-8037 with BrightView Landscape Services, Inc. to provide landscape maintenance services to Riverpark CFD #5 in the total amount of \$1,054,005 (Attachment A); and
2. Approve a 10 percent contingency amount of \$105,400 for Agreement A-8037 for maintenance services with BrightView Landscape Services, Inc.

BACKGROUND

Riverpark CFD #5 contains landscaping improvements that add value and enhance the aesthetic qualities of the district. All parcels within these districts are assessed for the annual cost of maintenance.

City staff revamped the maintenance contract to incorporate stricter standards and requirements with which vendors must comply. Additionally, there is a service level document which clearly defines the type and frequency of work to be performed with the assessment districts.

Currently, CFD #5 is being maintained by City staff. With the new contract and services levels in place, there is a desire by the residents to switch from City staff to private contractor to provide

Award 29 Month Contract for Riverpark Landscape Maintenance (5/10/5)

January 23, 2018

Page 2

landscaping services. There is both a cost savings as well as a better level of service achieved by contracting out these services to a licensed private contractor.

Staff initiated a pre-qualification process in September 2017 to ensure only bidders meeting the standard of work required for the CFDs would qualify. As a result, three (3) vendors pre-qualified: Garcia's Landscape Maintenance, Inc., Landscape Development, Inc., and BrightView Landscape Services, Inc.

Staff released a request for bids in October 2017. Of the three (3) pre-qualified vendors, two (2) submitted bids. The lowest bidder was determined to be BrightView Landscape Services, Inc. After discussion with the Riverpark Neighborhood Council, they requested the highest level of service, level A. The contract term will be 29 months.

There are currently 5 full time employees working in the Riverpark CFD. These positions are not currently funded through the General Fund as they have been previously funded by the Riverpark CFD. As part of the mid-year budget update, these 5 positions will be included for funding.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).

FINANCIAL IMPACT

The cost for this agreement will be paid directly by the Riverpark Community Facilities District Fund (174-5702). There are sufficient funds within the adopted Fiscal Year 2017-18 budget. The cost for the remaining term of the contract will be included in the upcoming recommended budget for the respective fiscal years.

The 5 full time employees are currently funded through the Riverpark CFD. Beginning February 10, 2018, these employees will be funded by the General Fund. The estimated impact on the General Fund is \$150,000 and will be included as part of the mid-year budget update.

ATTACHMENTS:

Award 29 Month Contract for Riverpark Landscape Maintenance (5/10/5)

January 23, 2018

Page 3

Attachment A - Agreement No. A-8037

**CITY OF OXNARD CONTRACT FOR MAINTENANCE OF
COMMUNITY FACILITIES DISTRICTS**

THIS CONTRACT ("Contract") is made and entered this 1st day of February, 2018 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and BRIGHTVIEW LANDSCAPE SERVICES, INC. ("Contractor").

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Prequalification Packet, Instructions to Bidders, General Provisions, Special Provisions, Maps, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), INS-D and all insurance documentation, the City business license, permits from regulatory agencies, and Addenda. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the Maintenance of the Riverpark Community Facilities District ("Project"), as described in this Contract and in the incorporated Contract Documents. City shall remain responsible for any water-conservation goals, requirements, mandates, directives, legislation or rulings (collectively "Regulations"), as may be or become in force at the property serviced by this Agreement. Nothing contained in this Agreement shall serve to shift the burden of compliance with such Regulations on Contractor, or to imply or require that Contractor will be responsible for any or all costs or damages associated with revising the irrigation schedule to accommodate the Regulations (whether such revision has the net effect of less or more irrigation). Contractor is not an agent of the City; City alone shall be responsible for any failure to comply with the Regulations or any of them, any damage caused by or allegedly caused by efforts to comply with or incorporate the Regulations, any and all claims, damages, actions, enforcement proceedings, penalties, assessments, tenders of defense or indemnity asserted by any party.

3. Extra Work. As needed, City may contact Contractor to perform work in a good and workmanlike manner for the maintenance of other landscape maintenance districts, some community facilities districts, and/or a waterways assessment district. If Contractor accepts that work either in writing or by beginning any part of the requested work, it shall be paid in accordance with the prices as submitted in its Bid. There is no guarantee of this extra work.

4. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of One Million Fifty Four Thousand and Five dollars (\$1,054,005.00) in accordance with the prices as submitted in the Bid.

5. Wages. Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

a. Contractor shall compensate any employee of Contractor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit A**. While this Agreement is in effect, Contractor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2018, and each July 1

thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Contractor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

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

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

e. In accordance with Labor Code Section 1770 et seq., the Project is a "public work." The Contractor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Contractor shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit B** and incorporated herein by this reference.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including any incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement will be binding unless

written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

BRIGHTVIEW LANDSCAPE SERVICES, INC.

Dated: _____

By: _____

By: _____

Title: _____

Title: _____

CITY OF OXNARD

By: _____

City Manager

APPROVED AS TO FORM:

By:  _____

City Attorney

APPROVED AS TO CONTENT:

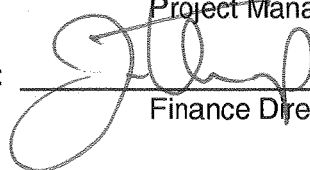
By:  _____

Project Manager

APPROVED AS TO INSURANCE:

By:  _____

Risk Manager

By:  _____

Finance Director

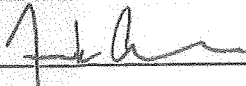
City requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity 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 Contractor.

BRIGHTVIEW LANDSCAPE SERVICES, INC.Dated: 12/27/2017

By: _____

By: Frank Annino

Title: _____

Title: **CITY OF OXNARD**

By: _____

City Manager

APPROVED AS TO FORM:

By: _____

City Attorney

APPROVED AS TO CONTENT:

By: _____

Project Manager

APPROVED AS TO INSURANCE:

By: _____

Risk Manager

By: _____

Finance Director

City requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity 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 Contractor.

**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.

2.1 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;

2.2 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";

2.3 Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

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

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

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

4 Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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

CERTIFICATE HOLDER

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

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")			SUBMIT IN DUPLICATE	
PRODUCER Telephone: _____		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ coverage. ☐ Per Occurrence		
TYPE OF INSURANCE		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:		
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		CITY AGREEMENTS/PERMITS		
COVERAGES		OTHER PROVISIONS		
LIABILITY LIMITS IN THOUSANDS \$		CLAIMS:		
EACH OCCURRENCE	AGGREGATE	Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____		
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____				
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:				
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.				
ENDORSEMENT HOLDER				
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed _____		

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

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

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____

EXHIBIT A

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit A. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2017**

- a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.
- e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

EXHIBIT B: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor shall not be qualified to work on the Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall hold harmless, defend (at Contractor's expense with counsel approved by the City Attorney) and indemnify City, its officials, officers, employees, agents and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

ANNOUNCEMENT OF PROCEDURES AND OPEN DATES FOR ANNUAL PREQUALIFICATION FOR LANDSCAPE MAINTENANCE PROJECTS

NOTICE IS HEREBY GIVEN that the City of Oxnard has determined all bidders on landscape maintenance projects (individually the "Project," or collectively, the "Projects") for various City parks, medians, community facilities districts, landscape maintenance districts and other City property must be prequalified before submitting any such bid. It is **mandatory** that any contractor who intends to submit such a bid fully complete the prequalification questionnaire and timely submit all materials requested therein (collectively, the "Prequalification Packet") as well as be approved by the City to be on the qualified bidders' list. No bid will be accepted from a contractor that has failed to comply with these requirements. If two or more entities submit a bid as part of a joint venture, each such entity must be separately prequalified to bid.

ANNUAL APPROVAL. Prequalification Packets may be submitted in the following window periods: **October 1-10, 2017**; January 1-10, 2018; April 1-10, 2018; and July 1-10, 2018. Prequalification approval will remain valid for one calendar year from the date of Notice of Prequalification, except that the City reserves the right during that year to adjust, increase, limit, suspend or rescind the prequalification ratings based on subsequently learned information. The City will only take such action after giving notice to the contractor and an opportunity for a hearing consistent with the prequalification determination appeal procedures described below.

SCOPE OF WORK. The Projects generally entail mowing, edging, and trimming of landscape, soil aeration, dethatching, fertilization, weed and pest control, trash and debris removal and graffiti removal. Regular pruning and trimming of trees, shrubs, vines and groundcover as well as irrigation and property inspections may also be required on a regular basis.

OBTAINING QUESTIONNAIRE. The prequalification questionnaire is available at CyberCopy's Plan Room at <http://dfs.cybercopyusa.com/planrooms/public/index.php>. Additionally, printed copies will be available from Patricia Garcia at the address listed below for Oxnard City Hall.

SUBMITTING PREQUALIFICATION PACKET. All Prequalification Packets must be marked "CONFIDENTIAL" and submitted to Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030, attn: Patricia Garcia. Contractors may submit Prequalification Packets during regular working hours that Oxnard City Hall is open.

PUBLIC RECORDS. The submitted Prequalification Packets are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for verification, investigation of substantial allegations, and in the process of an appeal hearing. State law requires that the names of contractors applying for prequalification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

ONE PACKET ALLOWED PER CONTRACTOR. Each contractor may only submit one Prequalification Packet per window period. Unless indicated otherwise by the City, a contractor's qualification to bid shall apply to all of the Projects (but not to other City projects) in the upcoming year. Likewise, if the City determines that a contractor is not qualified, that determination shall apply to all of the Projects (but not to other City projects) in the upcoming year unless the City qualifies that contractor at another window period.

COMPLETENESS. Prequalification Packets must be complete at the time of submission. The Prequalification Packet may not be supplemented after submission.

DETERMINATION. The City will use all submitted answers and documents as the basis of rating contractors for prequalification. The City reserves the right to check other sources. The City also reserves the right to adjust, increase, limit, suspend or rescind the prequalification rating based on subsequently learned information. The City may refuse to grant prequalification where the requested information and materials are not provided, not provided within the window period, or falsified. The City reserves the right to waive minor irregularities and omissions contained in any Prequalification Packet submitted, to make all final determinations, and to determine at any time that the prequalification procedures will not be applied to a future Project.

STANDARDS OF RESPONSIBILITY. In prequalifying, the City is seeking bidders who: are experienced, knowledgeable and capable; have a high quality of work, strong safety record, good environmental record, and sufficient equipment, resources and personnel; do not have a pattern of unsupported claims; have not been found non-responsible; have not been debarred, convicted in a civil suit or found guilty in a criminal action for making false claims to any public agency; and do not make deceptive, evasive or fraudulent statements or omissions in their Prequalification Packets and in the prequalification process.

APPEALS. There is no appeal from the City's refusal to prequalify for an incomplete, late or falsified application. Where a timely, complete, honest and accurate Prequalification Packet results in a rating below that necessary to prequalify, the contractor can deliver its request to appeal the decision on or before 5:00 p.m. on the fifth business day after the date that the Notice of Prequalification was mailed to that contractor. That appeal must follow all requirements listed in the City's Notice of Appeal, which the City shall send with any Notice of Prequalification where the City determined that the contractor was not qualified. Without a timely appeal, the contractor waives any and all rights to challenge the City's decision by administrative, judicial or any other legal means. The date for a specific Project's bid opening will not be postponed for completion of an appeal process.

POST-BID CONSIDERATIONS. Neither the fact of prequalification nor any prequalification rating will preclude the City from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work and has demonstrated the requisite trustworthiness.

QUESTIONS. For questions regarding the prequalification process, please mail, email or personally deliver written questions to Patricia Garcia by 5:00 p.m. at least five business days before each window period begins, referencing "Landscape Maintenance Prequalification." Ms. Garcia can be reached at Patricia.Garcia@oxnard.org or at the address listed above for Oxnard City Hall. Questions received after this deadline will be disregarded. Any response will be made only in writing to all contractors who have obtained a prequalification questionnaire directly from CyberCopy or Patricia Garcia at that time. No oral response shall be binding.

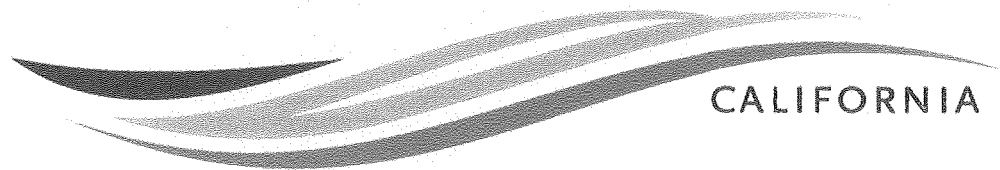
SUBCONTRACTORS. The City may require one or more of the following: the qualification of subcontractors in particular crafts or trades following acceptance of contractor's bid but before the award is made; the prequalification of all subcontractors; the prequalification of subcontractors in certain crafts; or a post-bid qualification review.

Prequalification Packets may be submitted October 1-10, 2017, to Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030, attn: Patricia Garcia

PREQUALIFICATION QUESTIONNAIRE

CITY OF

OXNARD



CALIFORNIA

FOR

**THE LANDSCAPE MAINTENANCE OF
VARIOUS CITY PARKS, MEDIANS,
COMMUNITY FACILITIES DISTRICTS, A
WATERWAYS ASSESSMENT DISTRICT
LANDSCAPE MAINTENANCE DISTRICTS
AND OTHER CITY PROPERTY**

THE PROJECTS AND PREQUALIFICATION

In the upcoming year, the City of Oxnard ("City") will be bidding various projects for the landscape maintenance of City parks, medians, community facilities districts, a waterways assessment district, landscape maintenance districts and other City property. The projects generally entail mowing, edging and trimming of landscape, soil aeration, dethatching, fertilization, weed and pest control, trash and debris removal and graffiti removal. Regular pruning and trimming of trees, shrubs, vines and groundcover as well as irrigation and property inspections may also be required on a regular basis. Individually, each of these projects is referred to in this Prequalification Questionnaire as a "Project," and collectively, the projects are referred to as the "Projects." This Prequalification Questionnaire applies to all of the Projects.

A Prequalification Questionnaire with supplemental materials turned in by a contractor is referred to as the "Prequalification Packet." The City will open "window periods" for Prequalification Packets to be submitted four (4) times in the upcoming year: **October 1-10, 2017**; January 1-10, 2018; April 1-10, 2018; and July 1-10, 2018. Each contractor may submit only one (1) Prequalification Packet per window period. If two or more business entities intend to submit a bid or bids as part of a joint venture, each entity comprising the joint venture must submit its own Prequalification Packet. Prequalification approval will remain valid for one (1) calendar year from the date of Notice of Prequalification.

CONTACT INFORMATION

Firm Name: _____
(as it appears on license)

Check One: ☐ Corporation/S-Corp
☐ LLC
☐ Partnership
☐ Solo Practitioner

Fictitious Name, if any: _____

Contact Person No. 1: _____

Title: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

Contact Person No. 2: _____

Title: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

¹ This firm will be referred to as "Contractor" throughout this Prequalification Questionnaire.

² If Contractor is doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Prequalification Packet.

If Contractor is a solo practitioner or partnership, owner(s) of Contractor:

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 3 is "no."

1. Does Contractor possess a valid and current California Contractor's C-27 license?
☐ Yes ☐ No
2. Does Contractor have current workers' compensation insurance policy as required by the Labor Code, or is Contractor legally self-insured pursuant to Labor Code section 3700 *et. seq.*?
☐ Yes ☐ No ☐ Contractor is exempt from this requirement, because it has no employees
3. Has Contractor attached its latest copy of a reviewed and audited financial statement with accompanying notes and supplemental information?
☐ Yes ☐ No

NOTE: A financial statement that is neither reviewed nor audited is unacceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and it is not a substitute for the required financial statement.

Contractor will be immediately disqualified if the answer to any of questions 4 through 7 is "yes."

4. Has Contractor's license been revoked at any time in the last five (5) years?
☐ Yes ☐ No
5. Has a surety firm completed a contract on Contractor's behalf or paid for completion because Contractor was in default on any project within the last five (5) years?
☐ Yes ☐ No
6. At any time during the last five (5) years, has Contractor or any of its officers, owners, managers, members, general partners or limited partners been convicted of a crime involving the awarding of a contract of a government maintenance, construction and/or repair project or the bidding or performance of a government contract?
☐ Yes ☐ No
7. At the time of submitting a Prequalification Packet, is Contractor ineligible to bid on or be awarded a maintenance contract, or perform as a subcontractor on a maintenance contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
☐ Yes ☐ No
 If the answer is "yes," state the dates of the period of debarment:

Beginning date: _____ End date: _____

PART II. ORGANIZATION, HISTORY, PERFORMANCE & COMPLIANCE WITH

LAWS**A. Current Organization and Structure of the Business**

8. If Contractor is:

- A corporation or s-corp, what was the date of incorporation?
- An LLC or partnership, what was the date of formation?
- A solo practitioner, what was the date of commencement of business? _____

9. If Contractor is:

- A corporation or s-corp, it was incorporated under the laws of what state?
- An LLC or partnership, it was formed under the laws of what state?
(If Contractor is a solo practitioner, write "N/A.") _____

10. Provide all the following information for each person who is an officer (president, vice president, secretary, treasurer, etc.), manager, member, general partner, limited partner or owner of at least ten percent (10%) of the Contractor or, if a corporation or s-corporation, at least ten percent (10%) of the Contractor's stock. If you need more rows, continue on a separate signed page.

Name	Position	Years with Company	Percentage Ownership

* List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid. If any principal is doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Prequalification Packet.

11. Identify every maintenance, construction and/or repair firm that any person listed in 12 has been associated with—as officer, owner, manager, member, general partner, limited partner, or other owner of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock—any time during the last five (5) years. If you need more rows, continue on a separate signed page.

Name	Maintenance, Construction and/or Repair Company	Dates of Participation with Company

12. a. If Contractor is a solo practitioner, what is his or her social security number or INS-issued alternative identification number?

- b. List all of Contractor's current and prior D.B.A.'s, aliases and fictitious business names.

B. History of the Contractor and Organizational Performance

13. Has there been any change in ownership of the Contractor at any time during the last three (3) years?

NOTE: A corporation or s-corporation whose shares are publicly traded is not required to answer this question with a "yes" or "no," so select the third option.

☐ Yes ☐ No ☐ The corporation or s-corp's shares are publicly traded.

If "yes," explain on a separate signed page.

14. Is the Contractor a subsidiary, parent, holding company or affiliate of another firm?

NOTE: Include information about other firms if one firm owns thirty percent (30%) or more of another or if an officer, manager, member, general partner, limited partner, or other owner owns at least ten percent (10%) of the firm (or of its stock if the firm is a corporation or s-corporation).

☐ Yes ☐ No

If "yes," explain on a separate signed page.

15. What were Contractor's gross revenues for each of the last three (3) years (under the present business name and license number)?

2016: _____ 2015: _____ 2014: _____

16. Is Contractor currently the debtor in a bankruptcy case, or was the Contractor in bankruptcy at any time during the last five (5) years?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition showing the case number and the date on which the petition was filed. If the case ended, also attach a copy of the bankruptcy court's discharge order or any other document that ended the case if no discharge order was issued.

Licenses

17. List all California construction license numbers, classifications and expiration dates held by Contractor:
- _____
- _____
18. If one or more of Contractor's license(s) are held in the name of a corporation, s-corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet the experience and examination requirements for each license.
- _____
- _____
19. Has Contractor changed names or license numbers in the past five (5) years?
☐ Yes ☐ No
 If "yes," explain on a separate signed page, including the reason for the change.
20. Has any officer, manager, member, general partner, limited partner, or other owner of at least ten percent (10%) of the Contractor (or of its stock if the Contractor is a corporation or s-corporation) operated a maintenance, construction and/or repair firm under any other name in the last five (5) years?
☐ Yes ☐ No
 If "yes," explain on a separate signed page, including the reason for the change and/or what happened to that other company.
21. Has any CSLB license held by the Contractor, its Responsible Managing Employee (RME) or its Responsible Managing Officer (RMO) been suspended within the last five (5) years?
☐ Yes ☐ No
 If "yes," please explain on a separate signed sheet.

Disputes

22. In the last five (5) years, has Contractor been assessed and paid liquidated damages after completion of a project under a maintenance, construction and/or repair contract with either a public or private owner?
☐ Yes ☐ No
 If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date the project began, the date the project should have been completed, the actual completion date, the amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.
23. In the last five (5) years, has Contractor or any firm with which any of Contractor's officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of Contractor (or of its stock if Contractor is a corporation or s-corporation) were associated been debarred, disqualified, removed or otherwise

prevented from bidding on or competing for any maintenance, construction and/or repair project for any reason?

NOTE: "Associated with" in this context refers to another maintenance, construction and/or repair firm in which Contractor's officer, manager, member, general partner, limited partner, or other owner of at least ten percent (10%) of the business (or of its stock if the business is a corporation or s-corporation) held a similar position and which is listed in response to question 12 or 13 on this form.

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the firm involved was the Contractor applying for this prequalification or another firm. Identify by name the firm, the name of the person within Contractor who was associated with that firm, the year of the event, the owner of the project, a short summary of the project and the basis for the action.

24. In the last five (5) years, has Contractor or any firm with which any of Contractor's officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of Contractor (or of its stock if Contractor is a corporation or s-corporation) ever had a contract terminated by an owner for any reason?

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner and for each the owner's address, the date of completion of the project, and a full explanation of why the contract was terminated.

25. In the last five (5) years, has Contractor been denied an award of a maintenance, construction and/or repair contract based on a finding by a public agency that Contractor was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

26. In the last five (5) years, has Contractor been denied the ability to bid on any or all maintenance, construction and/or repair contracts for a particular time period, a specific maintenance contract, a specific construction contract and/or a specific repair contract based on a public agency determining that Contractor was not prequalified?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the determination by the public agency.

27. In the past five (5) years, has any project owner filed any claim regarding a dispute of \$50,000 or more against Contractor concerning its work on a maintenance, construction and/or repair project in court or arbitration?

☐ Yes ☐ No

If "yes," on a separate signed page identify the claim(s) by providing the project name, date of the claim, name of the claimant, claimant's contact information (phone number, address and email), a brief description of the nature of the claim and any defenses, the court or tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

28. In the past five (5) years, has Contractor filed any claim regarding a dispute of \$50,000 or more against a project owner concerning work on a project or payment for a contract

in court or arbitration?

☐ Yes ☐ No

If "yes," on a separate signed page identify the claim(s) by providing the project name, date of the claim, name of the claimant, claimant's contact information (phone number, address and email), a brief description of the nature of the claim and any defenses, the court or tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

29. In the past five (5) years, has any subcontractor filed any claim regarding a dispute of \$50,000 or more against Contractor concerning a maintenance project in court or arbitration?

☐ Yes ☐ No

If "yes," on a separate signed page identify the claim(s) by providing the project name, date of the claim, name of the claimant, claimant's contact information (phone number, address and email), a brief description of the nature of the claim and any defenses, the court or tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

31. In the last five (5) years, has any insurance carrier for any form of insurance refused to renew the insurance policy for Contractor?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance, the year of the refusal, and the insurance company's explanation if one was provided as to the rationale behind its decision.

Criminal Matters and Related Civil Suits

32. Has Contractor or any of its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business (or of its stock if Contractor is a corporation or s-corporation) ever been found liable in a civil suit or guilty in a criminal action for making any false claim or material misrepresentation to any client?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the client, the date of the investigation and the grounds for the finding. Provide documentation of the same.

33. Has Contractor or any of its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business (or of its stock if Contractor is a corporation or s-corporation) ever been convicted of a crime involving any federal, state, or local law related to maintenance, construction and/or repair?

☐ Yes ☐ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the client, the date of the conviction and the grounds for the conviction. Provide documentation of the same.

34. Has Contractor or any of its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business (or of its stock if Contractor is a corporation or s-corporation) ever been convicted of a federal or state

crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If "yes," identify on a separate signed page the person or persons convicted, the court (including the county if a state court or the district or location of a federal court), the year and the criminal conduct. Provide documentation of the same.

Bonding

35. If Contractor was required to pay a premium of more than one percent (1%) for a performance or a payment bond on any project(s) on which Contractor worked at any time during the last three (3) years, state the percentage that Contractor was required to pay. You may provide an explanation explain on a separate signed page for a percentage rate higher than one percent (1%) if you wish to do so.

_____ %

If the answer to the prior question was over one percent (1%), answer the next question. If not, write "N/A."

36. List all other sureties (name and full address) that have written bonds for Contractor during the last five (5) years, including the dates during which each wrote the bonds. If there are more than three (3) sureties, list the remaining ones on a separate signed page.

Bonding company/surety 1: _____ Dates: _____

Surety agent: _____ Phone: _____

Address: _____

Email: _____

Bonding company/surety 2: _____ Dates: _____

Surety agent: _____ Phone: _____

Address: _____

Email: _____

Bonding company/surety 3: _____ Dates: _____

Surety agent: _____ Phone: _____

Address: _____

Email: _____

37. During the last five (5) years, has Contractor ever been denied bond coverage by a surety company or has there ever been a period of time when Contractor had no surety bond in place during a maintenance, construction and/or repair project when such a bond was required?

☐ Yes ☐ No

If yes, provide details on a separate signed page indicating the date when Contractor was denied coverage, the name of the company or companies that denied coverage, and the period during which Contractor had no surety bond in place.

PART III. COMPLIANCE WITH OCCUPATIONAL SAFETY & HEALTH LAWS AND OTHER LABOR LEGISLATION

38. What is Contractor's DIR registration number? (If you are not yet registered, please write "not yet registered.") _____

39. Has CAL OSHA or federal OSHA cited and assessed penalties against Contractor for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

NOTE: If Contractor has filed an appeal of a citation, and the OSHA Appeals Board has not yet ruled on its appeal, or if there is a court appeal pending, you need not include information about it.

☐ Yes ☐ No

If "yes," attached a separate signed page describing each such citation, including information about the date of the citation, the nature of the violation, the project on which the citation was issued, and the amount of penalty paid, if any. If the citation was appealed to the OSHA Board and a decision has been issued, state the decision, the case number and the date of the decision.

40. In the past five (5) years, has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either Contractor or a project owner in which Contractor was the contractor or a subcontractor?

NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on that appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If "yes," attach a separate signed page describing each citation.

41. Within the last five (5) years, has there ever been a period when Contractor had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "no," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five (5) years. (If Contractor has been in the maintenance, construction and/or repair business for less than five (5) years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that Contractor has been in business.)

42. Has there been more than one occasion during the last five (5) years in which Contractor was required to pay either back wages or penalties for Contractor's failure to comply with prevailing wage laws?

NOTE: This question refers only to Contractor's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that Contractor was required to pay.

43. In the past five (5) years, have any workers, unions or the Labor Commissioner filed a claim regarding a dispute of \$50,000 or more against Contractor or issue any written requests for a late payment of \$50,000 or more to Contractor concerning its work on a maintenance, construction and/or repair project in court or arbitration?

☐ Yes ☐ No

If "yes," attach a separate signed page identify the claim(s) by providing the project name, date of the claim, name of the claimant, claimant's contact information (phone number, address and email), a brief description of the nature of the claim and any defenses, the court or tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

PART IV. RECENT LANDSCAPE MAINTENANCE PROJECTS

On a separate signed page, Contractor must list the last six (6) projects it has worked on or is currently working on, as many as possible for work at the City of Oxnard, along with the name of the relevant project manager(s).

Names and references must be current and verifiable. Use separate signed pages that contain all of the following information:

1. Project name
2. Location
3. Owner entity
4. Owner's contact information: name, current phone number and current email
5. Scope of work
6. Original contract amount
7. Final amount paid
8. What was the schedule for services (e.g., mowing once every other week)

You may, but are not obligated to, explain why a final contract amount differed from the original amount (e.g., change orders, extra work, other circumstances), the substance and outcome of any claims you or the Owner filed against each other, or any other relevant information.

PART V. CERTIFICATION

I, the undersigned, certify and declare that I have read all the answers and supplemental materials in this Prequalification Packet, and I know its contents. I certify under penalty of perjury that I have provided complete and truthful information to the City regarding all information requested in this Prequalification Questionnaire. I understand that any misrepresentations or material omissions within this Prequalification Packet will be grounds for not prequalifying the Contractor, withdrawing any prior prequalification, or not awarding a contract to Contractor. Additionally, any misrepresentations or material omissions within this Prequalification Packet are considered breaches of the Project's contract (should the Contractor be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City of Oxnard and its employees, representatives and agents to contact references of Contractor and/or its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and/or request information from other clients for whom Contractor and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims Contractor and its Owners, employees, representatives and agents may have against the City, its employees, representatives and agents, as well as any client or its employees, representatives and agents providing feedback or the mentioned records regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

I am executing this Prequalification Packet on behalf of Contractor. I warrant and represent that: 1) I am listed in the Contractors State License Board's records for Contractor; 2) I have the authority to execute this Prequalification Questionnaire on behalf of Contractor; 3) I have the authority to bind Contractor to the answers provided in this Prequalification Questionnaire; and 4) if any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

(Please sign in ink.)

Date: _____

Contractor's Name

Name and Title

Name and Title

The City requires the following: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity 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 Contractor.

CONTRACT DOCUMENTS



FOR

**LANDSCAPE MAINTENANCE OF
RIVERPARK COMMUNITY FACILITIES DISTRICT**

Due Friday, November 24, 2017 at 2:00 p.m.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION. The City will only accept Bids from prequalified Bidders. Any Bid received from a Bidder who has not been prequalified for the Project will be returned unopened. Prequalification Questionnaires are available at Patricia Garcia's office, which is located at Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030.

2. FORM OF BID. Each Bid shall be made by email or on a hard copy of the Bid form found at the end of these Contract Documents. Bidders shall include all Bid forms and type or fill in using blue or black ink all blank spaces, including inserting "N/A" (for "not applicable") where necessary. Any additions, deletions, conditions, limitations or provisos by the Bidder may render the Bid irregular and may cause rejection. All changes must be crossed out and initialed (erasures, correction fluid and correction tape are unacceptable). Modifications submitted separately from the Bid form will not be accepted. Each Bid must be submitted in one of the following two ways:

- a. In a sealed envelope addressed or delivered to Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030, attention: Patricia Garcia. The envelope must show the Bidder's name and "Riverpark CFD Maintenance Bid" clearly printed.
- b. In an email addressed to Patricia Garcia at Patricia.Garcia@oxnard.org with a subject line of "Riverpark CFD Maintenance Bid" and the Bidder's name.

Do not return Plans or Specifications or enclose other documents in the Bid envelope or email them to the City. No other form of Bid shall be considered.

3. DELIVERY OF BIDS. Each Bid shall be emailed or mailed and shall be received by 2:00 p.m. on Friday, November 24, 2017. The time of delivery shall be definitively determined by Patricia Garcia's computer or by the time the email arrives to Patricia Garcia's inbox. Bidders are solely responsible for ensuring that their Bids are received in proper time, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the deadline will be returned unopened.

4. WITHDRAWAL OF BID. A Bid may be withdrawn without consequences upon the Bidder's written request filed with the Jeri Cooper before the Bid submission deadline. After that deadline, a Bid must remain valid and shall not be subject to withdrawal for sixty (60) Calendar Days. If this period is about to expire, the City may propose an extension and will contact the three (3) lowest Bidders to determine if they agree.

5. ADDENDA. Bidders are responsible for ensuring that they have received all Addenda, if any. Bidders may contact the City to verify that they have received all Addenda issued.

6. REQUESTS FOR CLARIFICATION OR CORRECTION. Upon discovering an error, omission, ambiguity or conflict in the Contract Documents, a Bidder may mail, email or personally deliver a written request for clarification or correction to Jeri Cooper at least five (5) Calendar Days before Bid opening referencing "Riverpark CFD Maintenance Bid." Any clarification or correction will be made only by a written Addendum and to everyone who obtained a Bid packet directly from Jeri Cooper or Patricia Garcia. No oral clarification or correction shall be binding. Ms. Garcia can be reached at Patricia.Garcia@oxnard.org or at Oxnard City Hall, 300 West Third Street, Second Floor, Oxnard, CA 93030.

7. DISCREPANCIES IN BIDS. In case of any discrepancy between words and figures in a submitted Bid, words shall prevail. In case of any discrepancy between an amount listed for the monthly level of service or for a one-time service and the total for that district, the amount listed for the monthly level of service or for a one-time service shall prevail; but, if that amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total column, then the amount set forth in the total column for the item shall prevail.

8. DISQUALIFICATION OF BIDDERS. No Person shall be allowed to be interested in more than one Bid. Anyone who has submitted a Bid or has quoted prices of materials to a Bidder is not disqualified from submitting a Bid or quoting prices to other Bidders or from making a prime Bid. If there is any reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

9. AWARD OF CONTRACT. The City reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bid or in the bidding process. Contract awards, if made, will be to the Bidders that submitted the lowest Bids, which will be determined on the basis of the monthly service levels only for the district. If contracts may also be awarded to the second lowest Bidders such that they may serve as back-up to the lowest Bidders in their absence, delay or termination.

10. BID PROTESTS. Any protest of the award to the Bidder deemed to have the lowest or second lowest Bid, which will be determined on the basis of the monthly service levels only for each district shall only be valid and considered if that Bid protest meets the following conditions:

- a. The party filing a Bid protest must have actually submitted a timely Bid.
- b. The Bid protest must be submitted by email to Patricia Garcia's attention, copying on that same email the protested Bidder and any other Bidder identified in the Bid protest. The City must receive the Bid protest response at City Hall no later than 5:00 p.m. of the third Calendar Day following the date of the Bid opening.
- c. The Bid protest must contain: the name of the protesting Bidder and the name, address, phone number and email address of the person representing the protesting Bidder; all factual and legal grounds for the protest, including a precise statement of all relevant facts and references to the specific portion or portions of the document or specific statute that form the basis for the protest; and any written materials that the protesting Bidder wishes to have considered in determining the protest. Bid protests must be complete at the time of submission; the protest may not be supplemented after submission.
- d. Any Bidder that receives a copy of a Bid protest may submit by email its response to Ms. Garcia's attention. That Bidder must copy on that same email the protesting Bidder and any other Bidder identified in the Bid protest. Ms. Garcia must receive the Bid protest response at City Hall no later than 5:00 p.m. of the third Calendar Day following the date the Bid protest delivery. Bid protest responses must be complete at the time of submission; the response may not be supplemented after submission.
- e. Ms. Garcia shall review all timely protests before award of the Contract. Bidders must provide within 24 hours any information and/or documentation requested by Ms. Garcia as part of such investigation. Ms. Garcia shall prepare a written response to the Bid protest, which shall be provided to the protesting Bidder and to any other Bidders identified in the Bid protest.

f. The protesting or protested Bidder may dispute Ms. Garcia's response by emailing a request for reconsideration to Jeri Cooper's attention, copying on that same email the protesting Bidder, the protested Bidder and any other Bidders identified in the Bid protest. The City must receive the request at City Hall no later than 5:00 p.m. of the third Calendar Day following the date of the City's response letter. Upon receipt of such request, Ms. Cooper shall review the original protest, the request for reconsideration, and all information provided. Ms. Cooper shall prepare a written response to the Bid protest, which shall be provided to the protesting Bidder, the protested Bidder and any other Bidders identified in the Bid protest. Ms. Cooper's decision shall be final.

g. All documents submitted by Bidders pursuant to this Section shall be submitted by email. Any other form of submitting information or documentation will be rejected.

h. The procedures and time limits set forth in this Section are mandatory and are Bidders' sole and exclusive remedy in event of a Bid protest. The Bidder's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the Bid protest, including filing a California Government Code claim or initiating any other legal proceedings.

i. These Bid protest procedures shall not limit the City Council's ability to reject all bids.

11. SIGNATURES. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors or a power of attorney, indicating the capacity of the person(s) signing for the Bidder. In executing any City document, the City requires the following: for a corporation or s-corporation, (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; or for a partnership or limited partnership, the signatures of all partners.

WAGES. Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

Mail or email all bids to:

City of Oxnard
Financial Resources Department, 2nd Floor
300 W. 3rd Street, Oxnard, CA 93030
Attn: Patricia Garcia
Riverpark CFD Maintenance Bid
E-mail: Patricia.Garcia@oxnard.org

GENERAL PROVISIONS

SECTION 0. GREENBOOK

0-1 **INCORPORATION.**

The 2015 edition of, and the 2016 Supplement to, the Standard Specifications for Public Works Construction (collectively the "Greenbook" or "SSPWC") other than Parts 2 through 7, are incorporated herein by this reference with the exception of those Sections listed within these General Provisions as not incorporated. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

ANSI A300 Pruning Standard – American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning) ("ANSI A300 Pruning Standard") is incorporated herein by this reference.

0-2 **NUMBERING OF GENERAL PROVISIONS.**

The numbering in these General Provisions is compatible with the numbering in the Greenbook. Additional standard provisions are in Section 10.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 **GENERAL [see Greenbook].**

1-2 **TERMS AND DEFINITIONS.**

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Calendar Days – See "Days" in Greenbook.

Community Facilities District (CFD) – a type of assessment district.

Contract Term – The time period of the Contract, as listed in Section 10-16 of these General Specifications.

Contract Unit – A single unit of an item of Work.

County – The County of Ventura, California.

Landscape Maintenance District (LMD) – a type of assessment district.

Project – See "Work" in Greenbook.

Project Manager – the project manager assigned by the City to a particular LMD, CFD or Waterways.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings or

similar items required to be submitted to the City under the terms of the Contract.

Waterways – a type of assessment district.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

Change Order – There shall be no classic “change orders” in this Project in the way that this term is used on public works projects. Any reference to change orders shall actually refer to supplemental agreements, if there are any.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, insurance documentation and Contractor’s City business license.

Working Day – Any day within the Contract Term that Contractor may work, while conforming to all applicable City ordinances.

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage [see Greenbook].

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation

1-4 UNITS OF MEASURE [see Greenbook].

1-4.1 General [see Greenbook].

1-4.2 Units of Measure and Their Abbreviations [see Greenbook].

1-5 SYMBOLS [see Greenbook].

SECTION 2. SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT [see Greenbook].

2-2 ASSIGNMENT.

Greenbook Section 2-2 is not incorporated and is replaced with the following:

"No Contract or portion thereof or Notice to Proceed or portion thereof may be assigned without consent of the City Council, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the City Council to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the City for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (2) a copy of the assignee's City business license; and (3) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required for this Work. Until the assignee supplies all required documentation, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

2-3 SUBCONTRACTORS [see Greenbook].

2-3.1 General.

Greenbook Section 2-3.1 is not incorporated.

2-3.2 Self Performance

The first sentence of Greenbook Section 2-3.2 shall be completely replaced with the following:

"The Contractor shall perform, with its own organization, Contract Work amounting to one hundred percent (100%) of the Contract Price. No subcontractors may be used in this Work."

2-3.3 Status of Subcontractors.

Greenbook Section 2-3.3 is not incorporated.

2-4 CONTRACT BONDS.

Greenbook Section 2-4 is not incorporated and is replaced with the following:

"No Bonds are required."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General [see Greenbook].

2-5.2 Precedence of the Contract Documents.

Greenbook Section 2-5.2 is not incorporated and is replaced with the following:

"The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.
2. Supplemental Agreements.
3. Contract.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/ Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. City Standard Plans.
12. ANSI A300 Pruning Standard.
13. SSP.
14. Greenbook.
15. Reference Specifications.

2-5.3 Submittals [see Greenbook].

2-5.3.1 General [see Greenbook].

2-5.3.2 Working Drawings [see Greenbook].

2-5.3.3 Shop Drawings [see Greenbook].

2-5.3.4 Supporting Information [see Greenbook].

2-5.3.5 Installation Instructions [see Greenbook].

2-5.3.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].

2-6 WORK TO BE DONE.

Greenbook Section 2-6 is not incorporated and is completely replaced with the following:

"Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract Documents."

2-7 SUBSURFACE DATA.

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

2-8 RIGHT-OF-WAY [see Greenbook].

2-9 SURVEYING.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

2-9.1 Permanent Survey Markers.

Greenbook Section 2-9.1 is not incorporated and is completely replaced with the following:

"Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that 'control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control' until they have been tied out by a registered land surveyor or registered civil engineer authorized to practice land surveying within the State of California.

The Contractor must preserve and perpetuate existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Project Manager and either the City Engineer or the Surveyor before disturbance or removal of existing monuments. The City Engineer or the Surveyor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771."

2-9.2 Survey Service.

Greenbook Section 2-9.2 is not incorporated.

2-9.3 Private Engineers [see Greenbook].

2-9.4 Line and Grade [see Greenbook].

2-10 AUTHORITY OF THE CITY COUNCIL AND THE PROJECT MANAGER [AMENDED FROM CITY ENGINEER].

The Project Manager shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the Plans and Specifications. The Project Manager shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the Project Manager by emailing the Special Districts Administrator/ Division Manager, copying on that same email the Project Manager, requesting reconsideration of the Project Manager's decision. The appeal must contain: a clear explanation of the decision and how it impacts the Work; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Special Districts Administrator/ Division Manager must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Project Manager's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. The Special Districts Administrator/ Division Manager or his or her representative shall review the email and all other information provided by the Contractor. The Special Districts Administrator/ Division Manager or his or her representative shall email the Contractor the Special Districts Administrator/ Division Manager's decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the Project Manager with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Project Manager's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract.

2-11 INSPECTION.

Greenbook Section 2-11 is not incorporated and is replaced with the following:

2-11.1 Weekly Inspections [additional to the Greenbook].

Contractor must inspect the entire property weekly and perform all tasks required and referred to in these Specifications.

2-11.2 Monthly Landscape Maintenance Inspections [additional to the Greenbook].

City will perform a bi-monthly site inspection with the Contractor. At that time, the City will compile a list utilizing Cappsure, the City's Maintenance Service Report System. These reports will detail landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager or his or her representative no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

SECTION 3. CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR – 3-4 CHANGED CONDITIONS.

Greenbook Sections 3-1 through 3-4 are not incorporated.

3-5 DISPUTED WORK [see Greenbook].

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

4-1.1 General [see Greenbook].

4-1.2 Protection of Work and Materials.

The Contractor shall continuously maintain adequate protection of all Contractor's Work from damage. The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.

4-1.3 Inspection Requirements -- 4-1.8 Calibration of Testing Equipment.

Greenbook Sections 4-1.3 through 4-1.8 are not incorporated.

SECTION 5 UTILITIES

5-1 LOCATION.

5-1.1 General [see Greenbook].

5-1.2 Payment [see Greenbook].

5-1.3 Entry by Utility Owners [additional to the Greenbook].

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

5-2 PROTECTION.

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or to the City.

5-3 REMOVAL.

Greenbook Section 5-3 shall not be incorporated and shall be replaced as follows:

"Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager's response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings."

5-4 RELOCATION.

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

Work may be conducted at or adjacent to the Work site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

SECTION 6. PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

Greenbook Section 6-1 is not incorporated.

6-1.1 Baseline Construction Schedule.

Greenbook Section 6-1.1 is not incorporated.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2 is not incorporated and is replaced with the following:

"To minimize public inconvenience and possible hazard and to restore work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may take any or all of the following three (3) steps:

1. Deduct from Contractor's next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.
2. If the Work is four (4) or more Calendar days late, deduct an amount of \$250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.
3. Send the City's own forces or another contractor to complete the incomplete Work.

These options are available in addition to all other options in the Greenbook or as otherwise legally available."



COMMUNITY FACILITIES DISTRICT MAINTENANCE CITATION FORM

District Name:

Deficiency Date(s):

Maintenance Item	Deficiency	1st Occurrence Warning Only	2nd Occurrence	3rd Occurrence	4th Occurrence
Turf					
Mowing, Edging & Trimming			\$50.00	\$75.00	\$100.00
Aeration			\$25.00	\$50.00	\$75.00
Dethatching			\$100.00	\$150.00	\$200.00
Overseeding			\$25.00	\$50.00	\$75.00
Removal of grass clippings and debris			\$25.00	\$50.00	\$75.00
Fertilization					
Turf			\$25.00	\$50.00	\$75.00
Shrubs, Groundcover, Vines			\$25.00	\$50.00	\$75.00
Trash and Debris Removal			\$25.00	\$50.00	\$75.00
Weed Control			\$50.00	\$75.00	\$100.00
Pest Control			\$50.00	\$75.00	\$100.00
Pruning and Trimming					
Shrubs, Groundcover, Vines			\$75.00	\$100.00	\$150.00
Trees			\$75.00	\$100.00	\$150.00
Removal of plant clippings and debris			\$25.00	\$50.00	\$75.00
Graffiti			\$25.00	\$50.00	\$75.00
Irrigation			\$50.00	\$75.00	\$100.00

Comments:

City of Oxnard

Date

6-3 SUSPENSION OF THE WORK [see Greenbook].**6-3.1 General [see Greenbook].****6-3.2 Archeological and Paleontological Discoveries [see Greenbook].****6-4 TERMINATION OF THE CONTRACT FOR DEFAULT.**

Greenbook Section 6-4 is not incorporated.

6-4.1 General.

Greenbook Section 6-4.1 is not incorporated.

6-4.2 Notice to Cure.

Greenbook Section 6-4.2 is not incorporated.

6-4.3 Notice of Termination for Default.

Greenbook Section 6-4.3 is not incorporated.

6-4.4 Responsibilities of the Surety.

Greenbook Section 6-4.4 is not incorporated.

6-4.5 Payment.

Greenbook Section 6-4.5 is not incorporated.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

Greenbook Section 6-5 is not incorporated.

6-6 DELAYS AND EXTENSIONS OF TIME.**6-6.1 General.**

Greenbook Section 6-6.1 shall not be incorporated and shall be replaced as follows:

"If delays are caused by unforeseen events beyond the control of the Contractor and these events are approved by the Project Manager, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays. In any case, no extension of time will be granted for a delay caused by shortage of materials unless the Contractor furnishes to the Project Manager documentary proof that the Contractor has diligently made reasonable and timely efforts to obtain such materials from all known sources."

6-6.2 Extensions of Time.

Greenbook Section 6-6.2 is not incorporated.

6-6.3 Payment for Delays.

Greenbook Section 6-6.3 is not incorporated and is replaced as follows:

“Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to an extension of time for completion of Work by the amount of delay caused by the City and equitable adjustment, as determined by the Project Manager, to the Contractor.”

6-6.4 Written Notice and Report.

Greenbook Section 6-6.4 is not incorporated and is replaced as follows:

“If the Contractor desires payment for a delay or extension of time because these were caused by the City, Contractor shall file with the Project Manager a written request and report of cause within fifteen (15) Calendar Days after the beginning of the delay. Failure by Contractor to timely file a written request and report of cause will be considered grounds for refusal by the City to consider such request.”

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General [see Greenbook].

6-7.2 Not Used [see Greenbook].

6-7.3 Contract Time Accounting [see Greenbook].

Greenbook Section 6-7.3 is not incorporated.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Greenbook Section 6-8 is not incorporated.

6-8.1 Completion.

Greenbook Section 6-8.1 is not incorporated.

6-8.2 Acceptance.

Greenbook Section 6-8.2 is not incorporated.

6-8.3 Warranty.

Greenbook Section 6-8.3 is not incorporated and is replaced as follows:

“Contractor shall warrant the Work against defective materials and workmanship throughout the Contract Term. The Project Manager may notify the Contractor of defective materials and workmanship, and the Contractor shall replace or repair such materials and workmanship in a manner satisfactory to the Project Manager within the time specified in the Project Manager's notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the Work with its own forces or may bring another contractor to perform the replacement or repairs at the Contractor's expense by deducting these amounts from future payments to the Contractor.

Contractor shall replace, at Contractor's expense, all plant material which, in the opinion of the Project Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one (1) year from date of installation. The Contractor shall warranty all replacement shrubs and groundcover for a period of 120 days from date of installation. All Work shall be timely performed.”

6-9 LIQUIDATED DAMAGES.

Greenbook Section 6-9 is not incorporated and is replaced as follows:

“Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. If the Work is four (4) or more Calendar Days late, as adjusted in accordance with 6-6, the Contractor shall pay to the City, or have withheld from monies due to the Contractor, the sum of \$250.

Execution of the Contract shall constitute agreement by the City and Contractor that \$250 per week is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty. Such sum may be deducted from payments due the Contractor if such delay occurs.”

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION [see Greenbook].

6-11 TERMINATION OF CONTRACT [additional to the Greenbook].

City may terminate this Agreement at any time, with or without cause and without penalty, with written notice. Such termination shall be effective immediately. In the event of termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor compensation for all Work satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Contractor receive an amount exceeding that which would have been paid to Contractor for the full performance of the Work. If City pays for any materials, City shall be entitled to the title and possession of such materials.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

7-1.1 General [see Greenbook].

7-1.2 Temporary Utility Services [see Greenbook].

7-1.3 Crushing and Screening Operations [see Greenbook].

7-2 LABOR.

Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

7-2.1 General [see Greenbook].

Greenbook Section 7-2.1 is not incorporated and is replaced by the following:

"There shall be no smoking or vaping while at the job sites. Rudeness or discourteous acts by Contractor's employees towards residents, City staff, and so forth will not be tolerated. No Contractor solicitation of any kind is permitted on property."

7-2.1.1 Personnel Clothing [additional to the Greenbook].

All of Contractor's workers shall perform all Work on the premises in clothing that is reasonably clean, neat and not ripped. Worn and tattered clothing shall be promptly replaced.

7-2.1.2 Sleeping [additional to the Greenbook].

During working hours, including during breaks, Contractor's workers shall not sleep at or within two blocks of each job site, even if in a vehicle.

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

7-2.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that this Work is a "public work" as defined in Labor Code Section 1720 *et seq.*, and that this Work is subject to Labor Code Section 1720 *et seq.*, including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq.* and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

7-2.2.2 *Copies of Wage Rates [additional to the Greenbook].*

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Special Districts Administrator/ Division Manager at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at www.dir.ca.gov/. The Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 *Job Site Notices [additional to the Greenbook].*

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 *Failure to Pay Prevailing Rates [additional to the Greenbook].*

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor.

7-2.2.5 *Apprentices [additional to the Greenbook].*

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and CCR Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of contract award, employing apprentices, and paying training fund contributions. Before commencing Work, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 *Debarment or Suspension [additional to the Greenbook].*

The Contractor shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 Payroll Records.

Greenbook Section 7-2.3 is not incorporated and is replaced with the following:

"The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor

shall forfeit one hundred dollars (\$100) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR.”

7-2.4 Hours of Labor.

Greenbook Section 7-2.4 is not incorporated and is replaced with the following:

“The Contractor acknowledges that eight (8) hours labor constitutes a legal day’s work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, Work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.”

7-2.5 Registration with the DIR *[additional to the Greenbook]*.

A Contractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

7-2.6 Compliance Monitoring *[additional to the Greenbook]*.

This Project is subject to compliance monitoring and enforcement by the DIR.

7-2.7 Prevailing Wage Indemnity *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor’s expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 7-2 of the General Provisions by anyone (including the Contractor and its officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses.

7-2.8 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 7-2 shall survive expiration or termination of the Contract.

7-2.9 Living Wage Policy *[additional to the Greenbook]*.

The Living Wage Policy of the City of Oxnard was adopted by the City Council on July 9, 2002, to be effective October 1, 2002. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

- Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
- Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
- Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
- Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

These hourly rates will be adjusted July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.

Contractor shall compensate any employee who provides services under this Agreement in accordance with the Living Wage Policy. In fiscal year 2016-17, Contractor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

7-2.10 Which Service Contractors Must Pay Living Wage *[additional to the Greenbook]*.

A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five (5) people.

7-2.11 Posting Living Wage Policy *[additional to the Greenbook]*.

Contractor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

7-2.12 Enforcement of Living Wage Policy *[additional to the Greenbook]*.

If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of five hundred dollars (\$500) and shall pay to any employee providing services under this Agreement a penalty of three (3) times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within fifteen (15) days after the City Manager or designee provides written notice to Contractor of the amount owed.

The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he or she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

7-2.13 Amendment of Living Wage Policy *[additional to the Greenbook]*.

This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

7-3 INSURANCE *[see Greenbook]*.

Greenbook Section 7-3 is not incorporated and shall be replaced as follows:

"All insurance requirements are those listed in INS-B, which is attached to the Contract and incorporated to the Contract by this reference."

Greenbook Sections 7-3.1, 7-3.2, 7-3.3 and 7-3.4 are not incorporated into these Contract Documents.

7-4 INDEMNIFICATION *[additional to the Greenbook]*.

The following indemnity provisions shall supersede the indemnity in Greenbook Section 7-3.

7-4.1 Contractor's Duty *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any

and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

7-4.2 Nonwaiver of Rights *[additional to the Greenbook]*.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7-4.3 Waiver of Right of Subrogation *[additional to the Greenbook]*.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.4 Survival *[additional to the Greenbook]*.

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 PERMITS.

Before starting any Work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any required from all other agencies. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor shall obtain a City Business License and shall be licensed in accordance with

the California Business and Professions Code. The Contractor shall bear all costs for the City's Business License.

7-6 THE CONTRACTOR'S REPRESENTATIVE [see Greenbook].

7-7 COOPERATION AND COLLATERAL WORK.

The Contractor must coordinate all Work with the City's street sweeping, solid waste collection, and street maintenance contractors, Police and Fire Departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, so no additional payment shall be made.

7-8 WORKSITE MAINTENANCE.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition. Materials which need to be disposed shall not be stored at the Project site and cannot be "stockpiled" but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City, and the cost will be deducted from the Contract Price.

The Contractor shall make arrangement for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work all rubbish, debris, unused materials, concrete forms, equipment, and temporary structures and facilities used. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Work site.

All costs associated with the clean-up and storage required to complete the Work shall be the sole responsibility of the Contractor.

7-8.1 General [see Greenbook].

7-8.2 Air Pollution Control [see Greenbook].

7-8.3 Noise Control [see Greenbook].

To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames to minimize potential annoyance related to the construction noise.

7-8.4 Storage of Equipment and Materials [see Greenbook].

7-8.4.1 General [see Greenbook].

7-8.4.2 Storage in Public Streets [see Greenbook].

7-8.5 Sanitary Sewers [see Greenbook].

7-8.5.1 General [see Greenbook].

7-8.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

7-8.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

7-8.6 Water Pollution Control.

7-8.6.1 General [see Greenbook].

7-8.6.2 Best Management Practices (BMPs) [see Greenbook].

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP) [see Greenbook].

7-8.6.4 Dewatering.

Failure to dewater per Contractor's approved dewatering plans shall lead to the immediate issuance of a stop payment notice. Any fees associated with the failure to perform dewatering will be passed onto the Contractor.

7-8.6.5 Payment [see Greenbook].

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed before start of that operation and approved by the City Inspector.

Where existing traffic striping, pavement markings, and curb markings are damaged, partially removed or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise

specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

7-10 SAFETY.

7-10.1 Access *[additional to the Greenbook]*.

All Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic during the Work.

Access to Street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify the Project Manager and occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for Work that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected.

The Contractor shall post "TEMPORARY NO PARKING" signs at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is completed. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars (\$25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor.

7-10.2 Traffic *[additional to the Greenbook]*.

7-10.2.1 Traffic Control Plan (TCP) *[additional to the Greenbook]*

If Contractor's Work affects traffic in any way, the Contractor shall provide a detailed Traffic Control Plan (TCP) for review and shall conform to the Greenbook, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the SSS and the SSP and must be approved by the Project Manager before commencing any Work. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and

channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the area.

For Work in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into its schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the schoolday start time and one (1) hour before or one (1) hour after schoolday end time. Contractor shall notify the relevant school district of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day.

7-10.2.2 *Street Closures, Detours, Barricades [additional to the Greenbook]*

Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD). Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

7-10.3 *Haul Routes.*

Greenbook Section 7-10.3 is not be incorporated and is replaced as follows:

"The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on the Project. Further detail requirements for haul traffic may be delineated in the Special Provisions."

7-10.4 *Safety [see Greenbook].*

- 7-10.4.1 *Work Site Safety [see Greenbook].*
- 7-10.4.1.1 *General [see Greenbook].*
- 7-10.4.1.2 *Work Site Safety Official [see Greenbook].*
- 7-10.4.2 *Safety Orders [see Greenbook].*
- 7-10.4.2.1 *General [see Greenbook].*
- 7-10.4.2.2 *Shoring Plan [see Greenbook].*
- 7-10.4.2.3 *Payment [see Greenbook].*
- 7-10.4.3 *Use of Explosives [see Greenbook].*
- 7-10.4.4 *Hazardous Substances [see Greenbook].*
- 7-10.4.5 *Confined Spaces [see Greenbook].*
- 7-10.4.5.1 *Confined Space Entry Program (CSEP) [see Greenbook].*
- 7-10.4.5.2 *Permit-Required Confined Spaces [see Greenbook].*
- 7-10.4.5.3 *Payment [see Greenbook].*
- 7-10.5 *Security and Protective Devices.*
- 7-10.5.1 *General [see Greenbook].*
- 7-10.5.2 *Security Fencing [see Greenbook].*
- 7-10.5.3 *Steel Plate Covers [see Greenbook].*
- 7-10.5.4 *Protection of the Public [additional to the Greenbook].*

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work and shall be solely responsible for all maintenance methods and sequences.

7-10.5.4.1 Emergencies [additional to the Greenbook].

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished to bring the Project into compliance with CalOSHA and federal OSHA requirements.

All expenses incurred by the City for emergency repairs will be deducted from the payments due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition.

7-10.6 Public Notices [additional to the Greenbook].

7-10.6.1 Notification to Property Owners and Businesses [additional to the Greenbook].

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. Contractor must get notice pre-approved by the Project Manager before distribution. All notices shall be hand-delivered by the Contractor to adjacent residents, business, and other areas directed by the Project Manager.

7-10.6.2 Residents' Complaints [additional to the Greenbook].

It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor shall offer a viable action to be taken within twenty-four (24) hours of the action to be taken. In any case, Contractor shall refer any residents with complaints to the Project Manager.

7-11 PATENT FEES OR ROYALTIES [see Greenbook].

7-12 ADVERTISING [see Greenbook].

Contractors vehicle shall clearly identify the company name. Other than on that vehicle or on equipment, Contractor shall not advertise or allow advertising at the Work site.

7-13 LAWS TO BE OBSERVED [see Greenbook].

7-14 ANTITRUST CLAIMS.

Greenbook Section 7-14 is not incorporated.

7-15 RECYCLING OF MATERIALS [additional to the Greenbook].

Contractor must adhere to the City's Recycling Plans, which are incorporated by this reference and available through the Project Manager.

7-16 CONFIDENTIALITY [additional to the Greenbook].

7-16.1 Confidential Information [additional to the Greenbook].

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

7-16.2 Information Provided by Contractor [additional to the Greenbook].

All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City.

7-16.3 Exemptions [additional to the Greenbook].

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

7-16.4 Enforcement [additional to the Greenbook].

Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 7-16 may result in irreparable injury to the City.

7-16.5 No Warranties by City *[additional to the Greenbook].*

Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Section 7-16 or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section 7-16.

7-16.6 Survival *[additional to the Greenbook].*

All duties of the Contractor under this Section 7-16 shall survive expiration or termination of the Contract.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL -- 8-6 BASIS OF PAYMENT.

Greenbook Sections 8-1 through 8.6 are not incorporated.

SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General *[see Greenbook].*

9-1.2 Methods of Measurement.

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Work as outlined in these Contract Documents and as directed by the Project Manager.

9-1.3 Certified Weights *[see Greenbook].*

9-2 LUMP SUM WORK *[see Greenbook].*

9-3 PAYMENT.

9-3.1 General *[see Greenbook].*

9-3.2 Partial and Final Payment *[additional to Greenbook].*

Each month, Contractor shall submit its standard invoice to the City. Attached, Contractor shall submit one (1) Itemized Completed Monthly Maintenance Services Form per district (at the appropriate service level) that is the same or similar to the one on the next page.



Itemized Monthly Completed Maintenance Services Form (Service Level A)

District Name: _____

Turf Maintenance

Date(s) Completed

Mowing, Edging and Trimming (every week)

Aerate to relieve compaction (3x per year)

Dethatch (annually)

Overseed Stressed Areas (bi-annually)

Fertilization Schedule

Turf (quarterly)

Shrubs, Ground Cover, Vines (monthly)

Trash and Debris Removal

Entire Area (daily)

Pest Control

Control and eradication of all plant pests within
the landscape (as required)

(mark if completed)

Weed Control

Control and eradication of all weeds (daily)

Pruning and Trimming

Shrubs, Ground Cover, Vines (weekly)

Trees - maintain all trees in their natural shape to
13.5' above street and 9' above sidewalks monthly

(mark if completed)

General Site Maintenance

Restrooms

(mark if completed)

Play Structures

(mark if completed)

Exercise Stations

(mark if completed)

Graffiti (respond within 24 hours of notification)

(mark if completed)

Irrigation Checks (daily)

Electrical Checks

the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed: _____ **Date:** _____



Itemized Monthly Completed Maintenance Services Form (Service Level B)

District Name: _____

Turf Maintenance

Date(s) Completed

Mowing, Edging and Trimming (every week)

Aerate to relieve compaction (3x per year)

Dethatch (annually)

Overseed Stressed Areas (bi-annually)

Fertilization Schedule

Turf (quarterly)

Shrubs, Ground Cover, Vines (monthly)

Trash and Debris Removal

Entire Area (daily)

Pest Control

Control and eradication of all plant pests within
the landscape (as required)

(mark if completed)

Weed Control

Control and eradication of all weeds (daily)

Pruning and Trimming

Shrubs, Ground Cover, Vines (weekly)

Trees - maintain all trees in their natural shape to
13.5' above street and 9' above sidewalks monthly

(mark if completed)

General Site Maintenance

Restrooms

(mark if completed)

Play Structures

(mark if completed)

Exercise Stations

(mark if completed)

Graffiti (respond within 24 hours of notification)

(mark if completed)

Irrigation Checks (daily)

Electrical Checks

the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed: _____ **Date:** _____

9-3.2.1 Monthly Closure Date and Invoice Date [additional to the Greenbook].

In accordance with Greenbook Section 9-3.2, the monthly closure date shall be the last Working Day of each month. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.

9-3.2.2 Payments [additional to the Greenbook].

The City shall attempt to make payments within sixty (60) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable and shall explain in writing the reasons why the payment request is not proper.

9-3.3 Delivered Materials [see Greenbook].

9-3.4 Mobilization.

Greenbook Section 9-3.4 is not incorporated and is replaced with the following:

"All mobilization and demobilization costs must be included in other Bid items. Contractor shall not receive additional compensation for mobilization and/or demobilization."

9-4 AUDIT [additional to the Greenbook].

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

SECTION 10. ADDITIONAL TERMS [additional to the Greenbook]

10-1 LICENSES [additional to the Greenbook].

The Contractor shall possess a valid Class C-27 Contractor's license issued by California State Contractors License Board. The Contractor will also be required to possess an Oxnard business license at the time of insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.

10-2 NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].

The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex,

gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

10-3 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

The Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project.

10-4 WORKING DAYS AND HOURS [additional to the Greenbook].

Contractor may not work on any day or during hours prohibited by the Project Manager. Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-5 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims. This Contract hereby incorporates those provisions as through fully set forth herein.

10-6 THIRD PARTY CLAIMS [additional to the Greenbook].

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

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

10-7 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise

necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

10-8 CONFLICTS OF INTEREST [additional to the Greenbook].

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

10-9 APPLICABLE LAW [additional to the Greenbook].

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

10-10 TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

10-11 INDEPENDENT CONTRACTOR [additional to the Greenbook].

The Contractor and its employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. Contractor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Contractor. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as herein set forth, and the Contractor is free to dispose of all portions of its time and activities that it is not obligated to devote to the City in such a manner and to such Persons that the Contractor wishes except as expressly provided in these Contract Documents.

Except as Manager may specify in writing, the Contractor and its agents and employees shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor and its employees and agents shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City.

The Contractor shall pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents.

The Contractor and its agents and employees shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor's employees and agents,

including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The Contractor and its agents and employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

10-12 CONSTRUCTION [additional to the Greenbook].

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-13 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

Nothing in the Contract Documents is intended to make the public or any member thereof a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

10-14 WAIVER [additional to the Greenbook].

No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver thereof or preclude any exercise thereof, or the exercise of any other right or remedy provided under these Contract Documents, or otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-15 CUMULATIVE REMEDIES [additional to the Greenbook].

Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided herein or otherwise available at law or in equity.

10-16 TERM [additional to the Greenbook].

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect for three (3) years thereafter unless the Contract has been otherwise terminated by the City. Additionally, the City Manager, in his or her sole discretion, may renew the Agreement for up to two (2) additional years; if the City Manager chooses to do so, all provisions that apply in the first three (3) years shall apply to the fourth and fifth years. Some provisions may survive the term listed within this Section, as stated in those provisions.

10-17 NOTICE [additional to the Greenbook].

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

10-18 SURVIVAL [additional to the Greenbook].

Any provision of these Contract Documents that contemplates performance or observance subsequent to termination (including but not limited to indemnification provisions) shall survive that termination, and shall continue in full force and effect thereafter.

10-19 SEVERABILITY [additional to the Greenbook].

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, and shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 800. LANDSCAPING AND IRRIGATION

800-1 LANDSCAPING MATERIALS [see Greenbook].

800-1.1 Topsoil [see Greenbook].

800-1.1.2 Class "A" Topsoil [see Greenbook].

800-1.1.3 Class "B" Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class "C" Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

800-1.2 Soil Fertilizing and Conditioning Materials [see Greenbook].

800-1.2.1 General [see Greenbook].

800-1.2.2 Manure [see Greenbook].

800-1.2.3 Commercial Fertilizer [see Greenbook].

800-1.2.4 Organic Soil Amendment [see Greenbook].

800-1.2.5 Mulch [see Greenbook].

800-1.3 Seed [see Greenbook].

800-1.4 Plants [see Greenbook].

- 800-1.4.1 General *[see Greenbook]*.
- 800-1.4.2 Trees *[see Greenbook]*,
- 800-1.4.3 Shrubs *[see Greenbook]*.
- 800-1.4.4 Flatted Plants *[see Greenbook]*.
- 800-1.4.5 Sod and Stolons (turf grass) *[see Greenbook]*.
- 800-1.4.6 Cuttings *[see Greenbook]*.
- 800-1.5 Headers, Stakes, and Ties.

Greenbook Section 800-1.5 is not incorporated.

800-2 IRRIGATION SYSTEM MATERIALS.

Greenbook Section 800-2 is not incorporated.

800-3 ELECTRICAL MATERIALS.

Greenbook Section 800-3 is not incorporated.

SECTION 801 INSTALLATION

801-1 General *[see Greenbook]*.

801-2 EARTHWORK AND TOPSOIL PLACEMENT *[see Greenbook]*.

801-2.1 General.

The words "or Class B" shall be removed from Greenbook Section 801-2.1

801-2.2 Topsoil Preparationg and Conditioning *[see Greenbook]*.

801-2.2.1 General.

The following paragraph shall be removed from Greenbook Section 801-2.2.1:

"Class "C" topsoil shall be sacrificed and cultivated to a finely divided condition to a depth of 8 inches (200 mm) minimum below finish grade. During this operation, all stones over 1 inch (25 mm) in greatest dimension shall be removed."

801-2.2.2 Fertilizing and Conditioning Procedures *[see Greenbook]*.

801-2.3 Finish Grading *[see Greenbook]*.

801-3 HEADER INSTALLATION *[see Greenbook]*.

801-4 PLANTING *[see Greenbook]*.

- 801-4.1 General *[see Greenbook]*.
- 801-4.2 Protection and Storage *[see Greenbook]*.
- 801-4.3 Layout and Plant Location *[see Greenbook]*.
- 801.4.4 Speciman Planting *[see Greenbook]*.
- 801.4.5 Tree and Shrub Planting *[see Greenbook]*.
- 801-4.6 Plant Staking and Guying *[see Greenbook]*.
- 801.4.6.1 Method "A" Tree Staking *[see Greenbook]*.
- 801.4.6.2 Method "B" Tree Staking *[see Greenbook]*.
- 801-4.6.3 Guying *[see Greenbook]*.
- 801-4.7 Ground Cover and Vine Planting *[see Greenbook]*.
- 801-4.8 Lawn Planting *[see Greenbook]*.
- 801-4.8.1 General *[see Greenbook]*.
- 801-4.8.2 Seed *[see Greenbook]*.
- 801-4.8.3 Sod *[see Greenbook]*.
- 801-4.8.4 Stolon Planting

Greenbook Section 801-4.8.4 is not incorporated.

- 801-4.9 Erosion Control Planting *[see Greenbook]*.
- 801-4.9.1 General *[see Greenbook]*.
- 801-4.9.2 Straw Stabilization

Greenbook Section 801.4.9.2 is not incorporated.

- 801-4.9.3 Seeding and Mulching *[see Greenbook]*.
- 801-4.9.4 Sprigging *[see Greenbook]*.
- 801-4.9.5 Watering *[see Greenbook]*.

801-5 IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT *[see Greenbook]*.

801-7 MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8 PAYMENT

Greenbook Section 801-8 is not incorporated.

SPECIAL PROVISIONS**SECTION 1000. TURF MAINTENANCE****1000-1 MOWING AND EDGING OF TURF.**

The Contractor shall mow and edge all turf grass. Generally, the turf grass shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all grass clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring tine. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement.

The Contractor shall remove thatch build up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verticutting shall be performed on all turf areas.

1000-3 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

1000-4 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative three (3) days before application of pesticides. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards. Current standard in Riverpark is to post treatment of park turf areas two (2) days prior to application as notification to residents.

1000-5 IRRIGATION.

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. The City reserves the right to require Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district. The interior of the irrigation controller and booster pump enclosure shall be cleaned annually.

1000-5-1

The Contractor shall maintain and/or replace all irrigation systems and appurtenances. Replacement of irrigation labor costs to be included in this bid. Materials and supplies for the replacement of irrigation may be provided by contractor for an additional fee if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick coupler boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a sprinkler coverage test, on designated service days. As determined by the City, all routine maintenance labor shall be provided at the Contractor's expense. Additional repair and replacement items not considered routine maintenance will be a separate item subject to the City's Public Projects bid requirements. Contractor shall turn off all irrigation controllers during periods of rain and turn them back on and reprogram them at the end of the rainy period.

1000-5-2

Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810.

1000-5-3

Contractor will be required to use iCentral for the control and monitoring of the Riverpark irrigation system.

Once City notifies Contractor of any irrigation related issues, Contractor must respond within 24 hours with a resolution.

1000-6 *TURF WEED CONTROL*

Contractor shall keep all turf grass areas weed-free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in a district with Service Level A, Contractor shall complete, control and eradicate all weeds weekly. Contractor shall do this for that particular district with a product to be pre-approved by the Project Manager or his or her representative.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a pesticide approved by the Project Manager or his or her representative.

SECTION 2000. *SHRUB, VINE AND GROUNDCOVER MAINTENANCE***2000-1 *PRUNING AND EDGING.***

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2000-2 *GROUNDCOVER PRUNING.*

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site at contractors expense.

2000-3 *FERTILIZATION.*

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants according to the Service Level listed in the Chart for that particular district. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain

healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

2000-4 *INSECT AND DISEASE CONTROL.*

On designated service days, Contractor shall inspect and treat for any insect or disease related problems.

2000-5 *WATER.*

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas and report any problems, in writing, that may be present during maintenance visits. Contractor is responsible for damage to plants that were not reported to the City in writing and shall be responsible for replacement of these items. All watering must adhere to the City's Water Ordinance No. 2810.

2000-6 *BED WEED CONTROL.*

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district with Service Level A, Contractor shall inspect, control and eradicate all weeds weekly.

SECTION 3000. *TREE MAINTENANCE*

3000-1 *PRUNING.*

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City. This arborist must oversee all pruning work including root pruning and certifying all work meets requirements. City may require that the certified arborist directly supervise any staff completing tree work within Riverpark. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall prune, shape and structure trees according to the Service Level listed in the Chart for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs trees as required to prevent encroachment and maintain the shrub's and tree's natural form.

There shall not be any removal of trees under this Contract. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots. Roots growing around base of tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree

pruning guidelines in conjunction with the International Society of Arboriculture Publication.

3000-2 FERTILIZATION.

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release) tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

3000-3 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify City and make recommendations, in writing, of all other trees that may need supplemental insect and disease control.

3000-4 WATER.

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

3000-5 STAKING.

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

SECTION 4000. GENERAL SITE MAINTENANCE

4000-1 LITTER AND DEBRIS CONTROL.

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. This includes curb and gutter areas.

4000-2 PARK AMENITIES

Contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to play structures, exercise stations restrooms, tennis courts, benches, picnic tables, trash receptacles and mutt-mitt stations on designated service days. Maintenance of park amenities including restrooms, playgrounds, tennis courts, benches, picnic tables, trash receptacles, and dog mutt-mitt dispensers will be maintained through a separate janitorial contract. However, if Contractor notices any park amenities that need service or repair, they are to be reported to the City for corrective action. It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

The Riverpark Central Park Fountain will be maintained and operated by the City and is not included within the scope of this contract. However, any issues with the fountain identified by the Contractor on

designated service days are to be reported to the City immediately.

4000-3 ELECTRICAL SYSTEM LIGHTING.

If applicable to the district, the Contractor shall regularly inspect all electrical lighting systems, including, but not limited to, all lighting fixtures, luminaire, ballast or bulb located on the premises of the Work site and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis. All repairs shall be handled by an outside Electrician and is not included in this contract.

4000-4 WATER AND ELECTRICAL COSTS.

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

4000-5 GRAFFITI

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. Graffiti shall be removed with chemical/pressure washer on all non-painted surfaces. Under no circumstances do we paint over graffiti on sidewalks, curbs/gutter, block walls or pilasters, monument signs or similar items. Graffiti on painted surfaces shall be removed and the area shall be repainted if necessary. Etching shall be sanded until the etching has been removed. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor to complete the removal.

4000-6 VANDALISM AND THEFT.

The Contractor shall include all labor costs for repairs within the Bid. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

4000-7 LANDSCAPE REPLACEMENT.

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

4000-8 INSPECTIONS.

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each district to determine if there are deficient areas prior to the beginning

of services.

Contractor or representative shall be available to perform regular inspections of the assessment district(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

4000-9 *RESPONSE AND INQUIRIES.*

The Contractor shall be required to respond (within 30 minutes) to any inquiries, telephone calls, and emergency situations emanating from City staff. The Contractor shall have the ability to be contacted by phone from its office whenever such situations occur on a 24 hour basis, seven (7) days per week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

4000-10 *TRAFFIC CONTROL.*

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, Contractor must submit a traffic control plan to the City Traffic Engineer. The City to pay for all traffic control permits.

4000-11 *DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.*

If applicable to the district, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. Monthly, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint. Irrigation heads must be operating in a manner as to not spray the fence. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe. Annually, at minimum, detention basin fencing should be pressure washed to remove any webs, plant material and dirt from the fence.

4000-12 *DETENTION BASINS.*

Contractor shall trim away any plant material from the fence to mitigate encroachment of plant materials between public areas and detention basins quarterly. Contractor should maintain all vegetation within the detention basin on an annual basis in the month of October, trimming plant material to provide for maintenance access and visibility. Contractor shall clean out any detention basin drains annually to ensure adequate drainage for the rainy season. Contractor shall notify Project Manager or his or her representative of any dead or dying plant material so it can be replaced to mitigate erosion.

4000-13 *NATURE TRAIL.*

Contractor shall maintain the designated areas of the Nature Trail quarterly for weed control and tree maintenance.

4000-14 *SOFTWARE.*

Contractor will be required to utilize the Cappsure program or any program designated by the Project Manager or his or her representative during the term of the contract. Usage of the program will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

Contractor will be required to use iCentral for control and monitoring the Riverpark irrigation system.

SECTION 5000. *LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET*

5000-1 *INSTRUCTIONS FOR USE.*

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

5000-2 *CHEMICALS AND FERTILIZERS.*

Contractor, rather than the City, shall apply all chemicals and fertilizers.

5000-3 *WEATHER.*

Chemical types and applications must be applied based upon the weather conditions.

5000-4 *INSECT, DISEASE AND NUTRIENT PROBLEMS.*

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

5000-5 *EXTRA VISITS.*

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

5000-6 *NUTRIENTS.*

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

5000-7 VERTEBRATE (PEST) CONTROL.

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, ground cover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager or his or her representative for pre-approval. All other vertebrate pest problems shall be handled on a case-by-case basis.

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 3**

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X
Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X
Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X
Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X
Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X
Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 3**

Irrigation		Frequency	Level of Service				
			A	B	C	D	F
Inspect and adjust/repair as needed		Daily	X				
		Every two weeks		X			
		Every Third week			X		
		Quarterly				X	
		Respond to complaints					X
Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		X				
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly			X			
	Trim as needed to prevent encroachments or hazards				X	X	
	Report encroachments or hazards						X

RIVERPARK DISTRICTS' SITE MAP
(Copies are available for purchase at CyberCopy in Ventura)

**CITY OF OXNARD CONTRACT FOR MAINTENANCE RIVERPARK
COMMUNITY FACILITIES DISTRICTS**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2018 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and _____ ("Contractor").

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents—including the Prequalification Packet, Instructions to Bidders, General Provisions, Special Provisions, Maps, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), INS-B and all insurance documentation, the City business license, permits from regulatory agencies, Addenda and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the Maintenance of the Riverpark Community Facilities District ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Extra Work. As needed, City may contact Contractor to perform work in a good and workmanlike manner for the maintenance of other landscape maintenance districts. If Contractor accepts that work either in writing or by beginning any part of the requested work, it shall be paid in accordance with the prices as submitted in its Bid. There is no guarantee of this extra work.

4. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of _____ dollars (\$_____) in accordance with the prices as submitted in the Bid. More specifically, City shall pay Contractor a not to exceed amount as specified below for each district:

5. Wages. Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

a. Contractor shall compensate any employee of Contractor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit A**. While this Agreement is in effect, Contractor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Contractor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on

July 9, 2002, and effective October 1, 2002.

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

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

e. In accordance with Labor Code Section 1770 et seq., the Project is a "public work." The Contractor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Contractor shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit B** and incorporated herein by this reference.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including any incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

(Contractor's Name)

By: _____

Title: _____

Dated: _____

By: _____

Title: _____

CITY OF OXNARD

By: _____

☐ Mayor ☐ City Manager

ATTEST:

By: _____

City Clerk
(Only required if Mayor signs)

APPROVED AS TO INSURANCE:

By: _____

Risk Manager

APPROVED AS TO FORM:

By: _____

City Attorney

APPROVED AS TO CONTENT:

By: _____

Project Manager

By: _____

Finance Director

City requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity 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 Contractor.

**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.
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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-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.

12/17

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

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B**
COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
CERTIFICATE HOLDER
CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")			SUBMIT IN DUPLICATE ENDORSEMENT NO. ISSUE DATE (MM/DD/YY)	
PRODUCER	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)			
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		
COVERAGES				
		☐ Claims Made Retroactive Date _____ ☐ Occurrence		
		LIABILITY LIMITS IN THOUSANDS \$		
		EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐			Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:				
INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.				
CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.				
SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.				
CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.				
PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.				
SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.				
ENDORSEMENT HOLDER				
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____		

INS-D.d

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

SUBMIT IN DUPLICATE

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

PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____
APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	

TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____

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

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

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

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

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

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

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
 Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).
 Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed _____

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights

under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit A. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2017**

- a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.
- e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

PREVAILING WAGE REQUIREMENTS

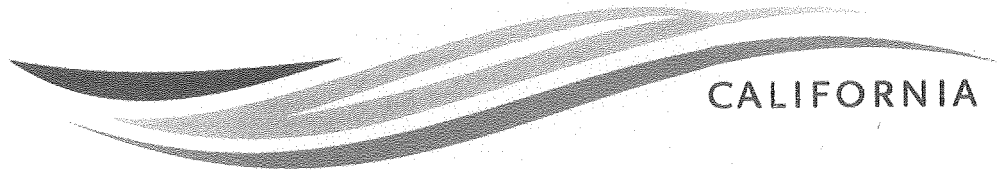
1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Contractor must immediately notify City.
8. Contractor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.

To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

BID PACKET

CITY OF

OXNARD



CALIFORNIA

FOR

LANDSCAPE MAINTENANCE OF RIVERPARK COMMUNITY FACILITIES DISTRICT

Submitted by:

Contractor's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Phone: _____

Email: _____ Date: _____

BID FOR MAINTENANCE OF RIVERPARK COMMUNITY FACILITIES DISTRICT

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Riverpark Community Facilities District ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed and materials to be furnished.

2. The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or its breakdown or contents, or divulged information or data relative to that Bid price, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent of such entities, to effectuate a collusive or sham Bid and has not paid and will not pay any person or entity for such purpose.

3. The Bid includes all taxes, fees, transportation and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

4. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. If the Contract is awarded to Bidder, within fourteen (14) Calendar Days, Bidder shall execute the Contract and all Addenda, submit the required insurance documentation and provide a copy of its business license.

Bidder acknowledges receipt of all addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#03	_____
#02	_____	#04	_____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Bidder's Name (Company): _____

Signature: _____ Title: _____

Print: _____ Date: _____

CITY OF OXNARD BID SHEETS FOR MAINTENANCE OF RIVERPARK COMMUNITY FACILITIES DISTRICT

District Name	MONTHLY SERVICE LEVELS		Total (for each row)
	A Level of Service ¹	B Level of Service ¹	
Riverpark CFD	\$	\$	\$

¹Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

Bidder's Name (Company): _____ Date: _____

Print: _____ Signature: _____ Title: _____

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org



October 19, 2017

ADDENDUM #1

BID No. Landscape Maintenance of RiverPark Community Facilities District

Scheduled Bid Closing Date: Friday, November 24, 2017 at 2:00 p.m.

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- Regarding the map all areas colored coded will be considered as “common area” and be considered for bidding purposes? In other words, based on the map and the color-coded areas should we consider all color-coded areas as the area that we need to bid for maintenance?

Yes, all areas should be considered as part of the bid. Specifically, if you visit the site and see areas that are not accurate according to the map, for example, the map shows turf, but the area is dead or bald, assume there is turf there. In the case of shrubs and plant materials, if the area is dead or bald, assume a like material will be planted at some point and you will be responsible for maintaining it.

- 4000-5 Define “Small” amounts of graffiti?

Any graffiti 12” x 12” or smaller is considered a small amount.

- 4000-5 this seems difficult to foreshadow in to our total labor cost. Can this be a case by case cost?

This item is to be included in your total bid. The expectation is that you will be utilizing the crew you already having working on property. Because your team is on the property all week long, it is more efficient to utilize the existing crew for clean-up for small graffiti jobs.

- 4000-6 this seems difficult to foreshadow in to our total labor cost. Can this be a case by case cost?

This item is to be included in your total bid. As mentioned previously, utilizing the crew already on the property is more cost effective than hiring an outside company.

- 4000-5 What does the city deem as excessive graffiti?

Anything larger than 12" x 12" in size.

- What is the expectation regarding days of service and crew requirements?

For A level of service, the crew should be on property 8 hours a day, 5 days per week, Monday-Friday. This must include a full time irrigation technician and a crew supervisor. On the other two days, two employees are required to be on site for trash pick-up, graffiti removal, etc. as needed. For B level of Service, there is no minimum on property requirement, but there must be a full time irrigation technician and a crew supervisor on site during scheduled service days, excluding trash pick-up days.

- Are the softball fields included in this maintenance contract?

No, per the attached maps, all areas within the red outline are NOT included in the bid.

Addendum #1 received: Date _____

Received by: _____

Name & Title, printed: _____

Company: _____

Address: _____

Telephone Number, including Area Code: _____

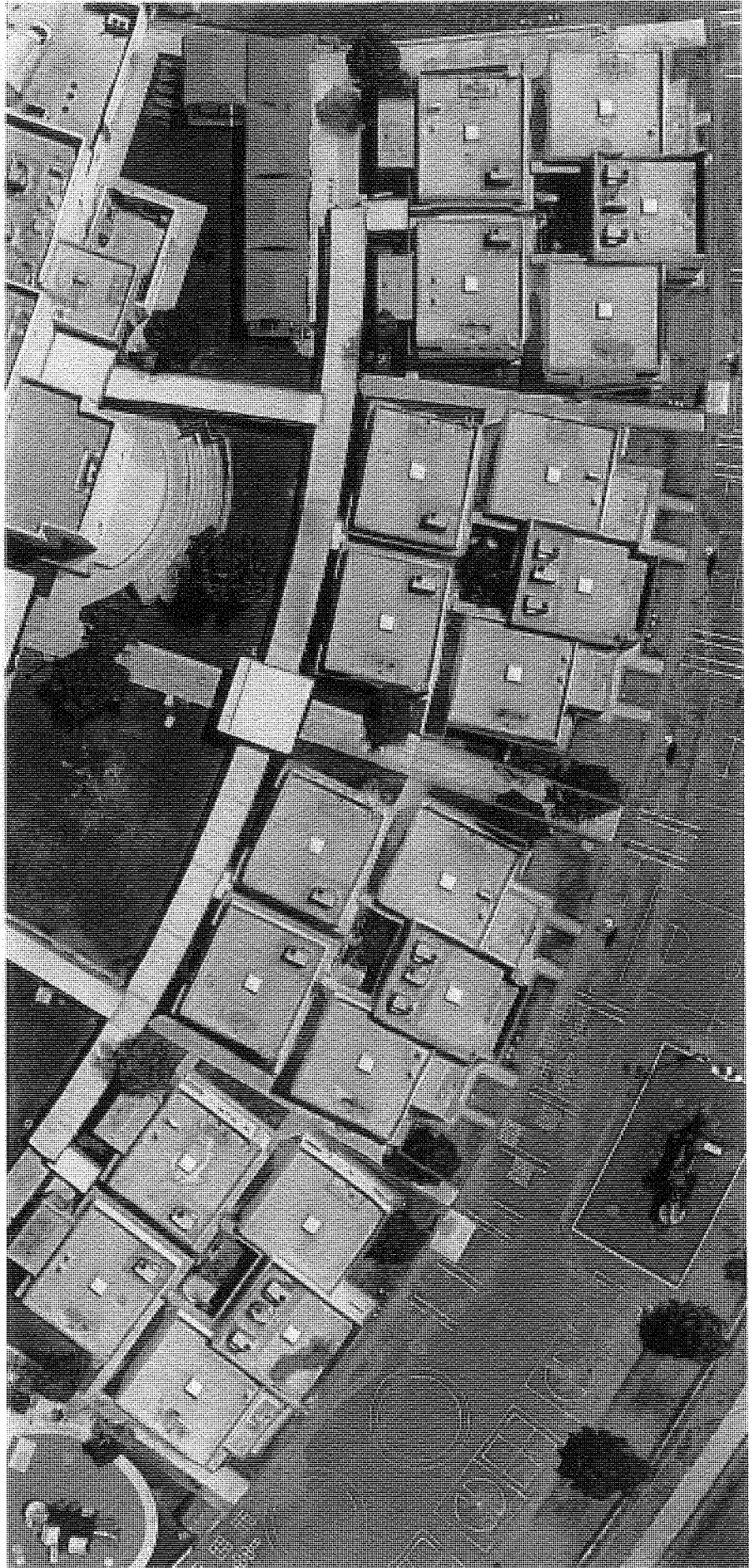
Fax Number, including Area Code: _____

Riverpark Ball Field Maintenance Map



Riverpark Ball Field Maintenance Map

Page 2



Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org



October 24, 2017

ADDENDUM #2

BID No. Landscape Maintenance of RiverPark CFD

Scheduled Bid Closing Date: November 24, 2017 at 2:00 p.m.

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- How do you determine Service level A, B, C etc. What are the levels of service and where on the map?

City Response: You should be bidding for the entire project (the District) under Service Level A and Service Level B. Please do not attempt to split out the District into sections that are Level A and Level B. The lowest bidder will be determined by the monthly cost for Service Level A and Service Level B. Those two monthly costs will be added together and the lowest bidder will be awarded the contract, this is why it is critical that you bid the entire District at that service level.

- I wanted to clarify that all trees highlighted in Blue will be part of the bid? Is this trimming up to 12' or is it pricing for "Full" tree service?

City Response: All of the trees noted on the map are included within the scope of the contract. You are expected to maintain the trees according to the tree section in the Service Level document. The only exception is the tall palm trees located on Wooley Road. Those palm trees will be trimmed annually by an outside contractor. However, if any palm fronds or other debris fall from those palm trees, you are expected to dispose of it.

You are also still responsible for fertilization, weed and pest control, etc. per the scope and Service Level Document. Only the annual tree trimming is excluded from this contract.

- Is the proposed Dog Park (Windrow Park) included in the scope of this contract?

City Response: Yes it is. Currently, all of the turf and existing landscaping are already being maintained by the City and this contract will include those areas. Additionally, we have a contractor building out the dog park (which is inside Windrow Park) and it is estimated to be completed by December 2017. Therefore, please reference the attached site maps (SHEET 2 and SHEET 6) and include maintenance of the additional proposed items within your bid.

Addendum #1 received: Date _____

Received by: _____

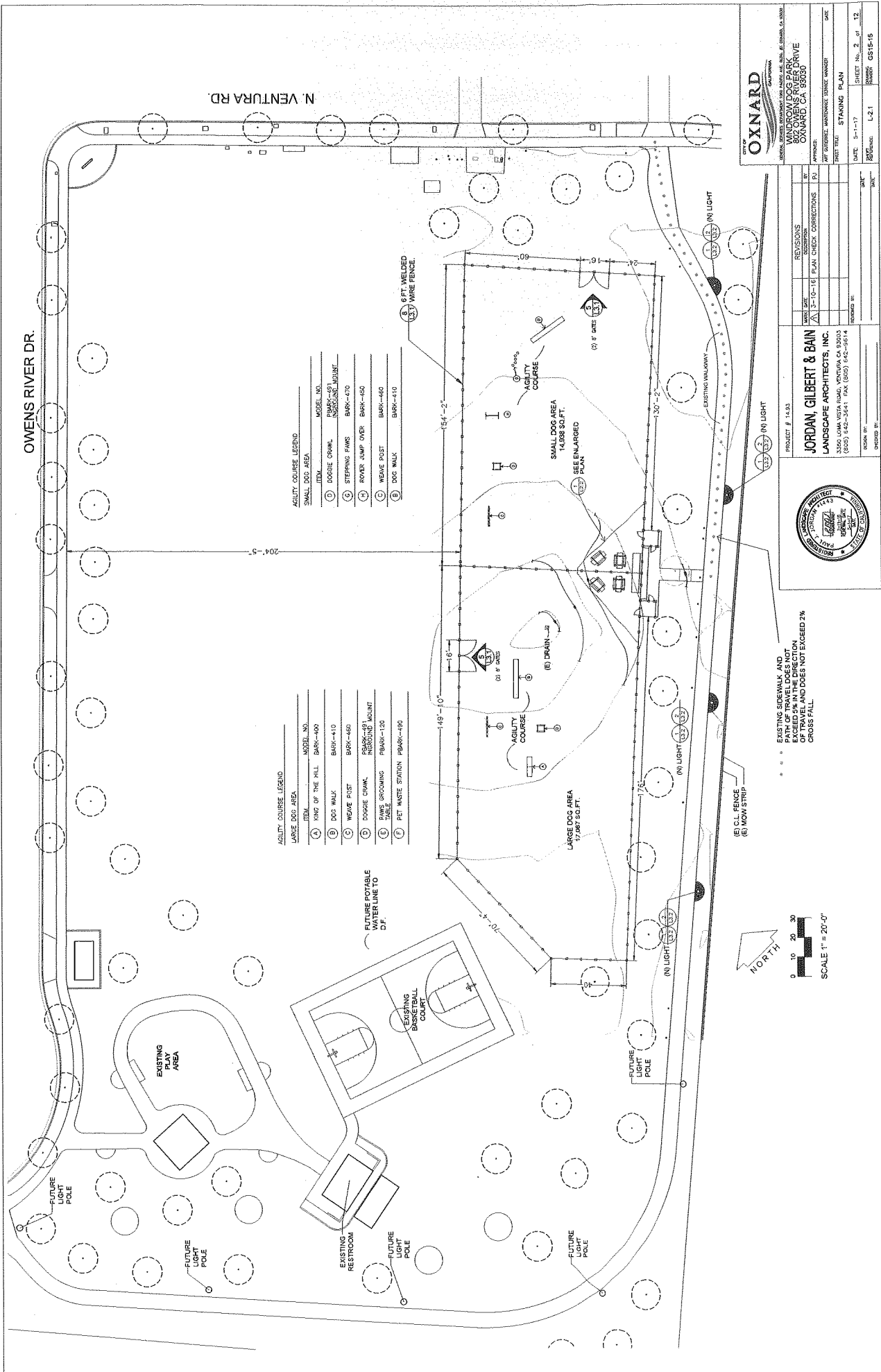
Name & Title, printed: _____

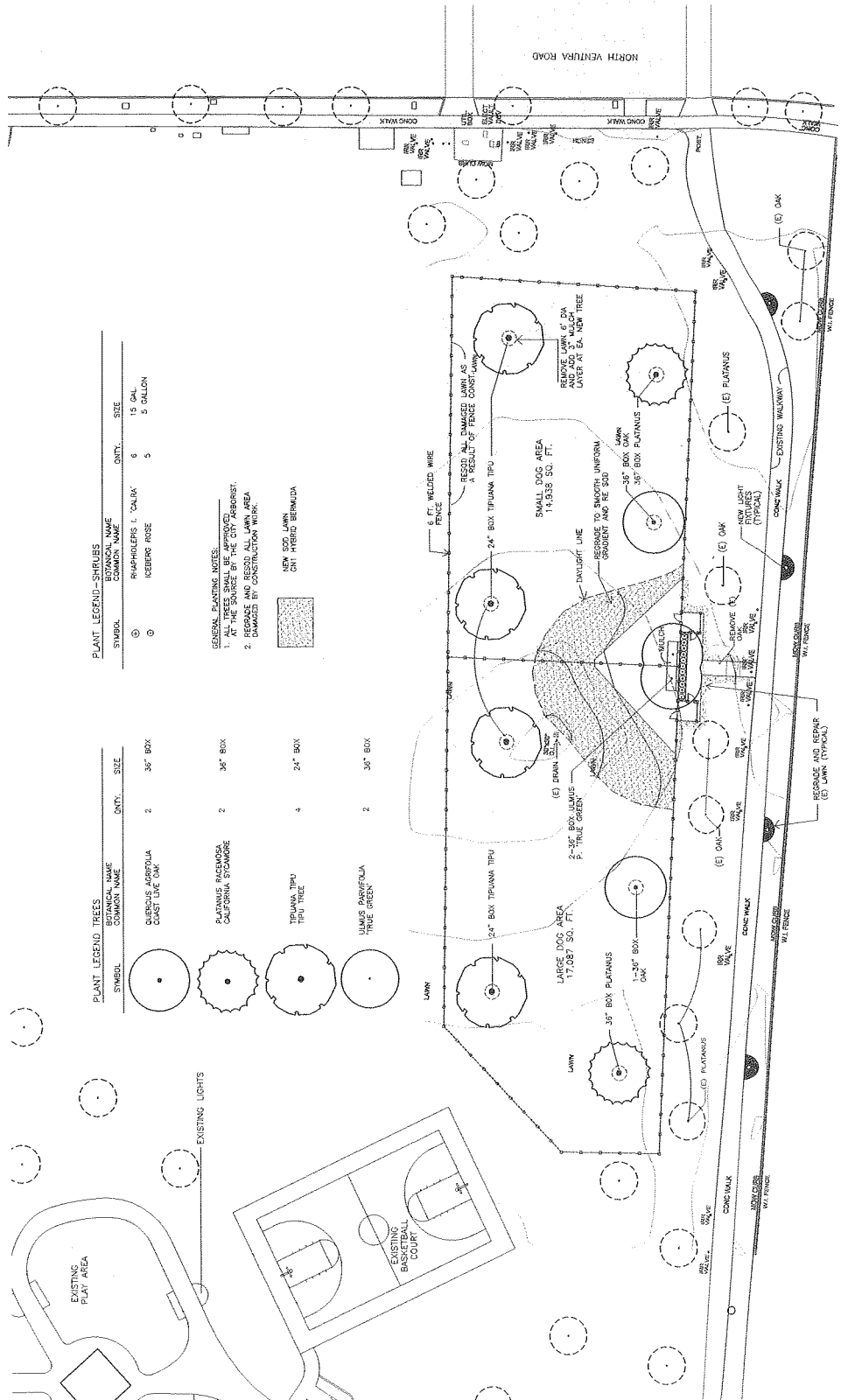
Company: _____

Address: _____

Telephone Number, including Area Code: _____

Fax Number, including Area Code: _____





PLANT LEGEND—SHRUBS

SYMBOL	BOTANICAL NAME COMMON NAME	QTY.	SIZE
⊙	RHAPHIDOPUS L. 'CALA'	6	15 GAL
⊙	ICEBERG ROSE	5	5 GALLON

GENERAL PLANTING NOTES:
 1. ALL TREES SHALL BE APPROVED
 AT THE SOURCE BY THE CITY ARBORIST.
 2. REGRADE AND RESOD ALL LAWN AREA
 DAMAGED BY CONSTRUCTION WORK.



PLANT LEGEND—TREES

SYMBOL	BOTANICAL NAME COMMON NAME	QTY.	SIZE
⊙	QUERCUS AGRIFFOLIA COAST OAK	2	36" BOX
⊙	PLATANUS RACEMOSA CALIFORNIA STAGHORE	2	36" BOX
⊙	TEJANA TIPO TIPO TREE	4	24" BOX
⊙	ULMUS PARVIFOLIA TRUE GREEN	2	36" BOX

1 PLANTING PLAN
 SCALE 1"=20'-0"

CITY OF OXNARD
 WINROW DOG PARK
 802 OWENS RIVER DRIVE
 OXNARD, CA 93030

PROJECT: 14-03
 JORDAN, GILBERT & BAIN
 LANDSCAPE ARCHITECTS, INC.
 3355 LOMA VISTA ROAD, VICTORIA CA 92303
 (951) 942-3041 FAX: (951) 942-9914

DATE: 5-1-17
 SHEET NO. 5 of 12
 DRAWN: L-4.1
 CHECKED: GS-15



Purchasing Division

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Oxnard, CA 93030
(805) 385-7538
www.oxnard.org



November 1, 2017

ADDENDUM #3

BID No. Landscape Maintenance of Riverpark Community Facilities District
Scheduled Bid Closing Date: November 24, 2017

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- What maintenance is required in the detention basins?

City Response: Please refer to section 4000-12 for maintenance requirements for the detention basins.

- What is the target date for the dog park to be released to the City for maintenance?

City Response: The dog park is estimated to be completed by the end of December. There is a 90 day plant establishment period. Assuming the City signs off and releases the current contractor, the new maintenance contractor will be taking over the remaining shrubs, trees, etc. around April 1, 2018.

- When will the current developer maintained areas located on Tiber River Way and Albion Drive be released to the City for maintenance?

City Response: We are waiting on an answer from Development Services, but at this time, this area is not included within the scope of the contract.

- What will be the maintenance requirement for the plant material along the walking path near the detention basins? Will this become a natural habitat similar to Westport as the plant material is similar to their natural habitat area?

City Response: There are no natural habitat areas within the Riverpark District. These areas should be maintained similarly to the other areas.

- When is Riverpark schedule to go to reclaimed water on the property?

City Response: Some areas are currently on reclaimed water, but it is unclear when the remaining areas will be switched over to reclaimed water at this time.

- Who is responsible for irrigation repairs?

City Response: Please refer to section 1000-5-1 for a breakdown of responsibility for labor and costs for repairs to irrigation maintenance.

- Who is responsible to provide and pay for mulch for the areas in the parks?

City Response: The City will provide the mulch. The contractor will be responsible for mulching 2 times per year.

- Are contractors responsible for the removal of any graffiti in the parks?

City Response: Please refer to section 4000-5 of the bid document for a detailed explanation of the locations to which the contractor is responsible for graffiti removal.

- What is the responsibility of the contractor regarding hazardous such as exposed wires on light posts?

City Response: In the event that the contractor identifies a hazard that could create a danger, they are to immediately notify the Project Manager or his or her representative and take steps to protect the public from any harm. This includes but is not limited to utilizing caution tape to quarantine the area, turning off any utility or remaining the location until a City employee arrives to assume responsibility for the situation. The Project Manager or his or her designee will determine the course of action for repairing any hazard that has been identified and contact the contractor and residents regarding the course of action.

- If there are any major issues with replanting, such as a large area of turf dying, who would be responsible for cost of replanting in that area?

City Response: If it is determined that the plant material has not died due to the negligence of the contractor, then the City would be responsible for the replacement of the plant material. If such an instance occurred, based on the scope of the project, the City would solicit Request for Bids for the project and award a contract based on the City's procurement policies.

- Does the contractor need to have one person dedicated each day to trash only and what is the crews responsibility with trash?

City Response: As stated in section 4000-2 of the bid documents, the Contractor will not be responsible for any trash in the receptacles located within the park amenities. Contractor will be responsible to pick up any trash in the course of their work providing landscape maintenance throughout the property including but not limited to any liter or debris in mow strips, medians, planters, or open turf.

- What hours will the contractor be allowed to maintain the Dog Park?

City Response: In conjunction with the Project Manager or his or her designee, the Contractor will be allowed to close the dog park for maintenance on a regularly scheduled day and time based upon the service level agreement, which will be posted by the Project Manager or his or her designee to notify the residents of this maintenance.

- How will the bid be awarded? By the total? By the Service Level Bid price?

City Response: The lowest bidder will be determined by the monthly cost for Service Level A and Service Level B. Those two monthly costs will be added together and the lowest bidder will be awarded the contract.

- In looking over the contract in the RFP for both Westport and Riverpark. This contract is much smaller than the contract version used for the playing fields. It also references and incorporates other documents. Is this the one we will be signing if we are awarded the project(s)?

City Response: The contract sample that was included in the bid packet for Riverpark and Westport Landscape Maintenance is very similar to the final contract document the winning bidder(s) will be signing.

Addendum #1 received: Date _____

Received by: _____

Name & Title, printed: _____

Company: _____

Address: _____

Telephone Number, including Area Code: _____

Fax Number, including Area Code: _____

Purchasing Division

300 West Third Street
 Oxnard, CA 93030
 (805) 385-7538
 www.oxnard.org



November 6, 2017

ADDENDUM #4

BID No. Landscape Maintenance of Riverpark Community Facilities District
Scheduled Bid Closing Date: November 24, 2017

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- The City is only requesting a bid for Service Level A. There is no need to bid at Service Level B. The lowest bidder will be selected based upon the price for Service Level A.
- The following additional scope is to be included within the bid as follows:
 - Monday-Friday open up the restrooms first thing in the morning
 - Empty the trash cans on property daily (Monday-Friday) - we supply the bags
 - Check the BBQs at the park once a week and empty the coals and debris if needed
 - Check the mutt mitt stations daily (Monday-Friday) - if they need to be restocked, we provide the mutt mitt bags, but you would be installing them.

Addendum #1 received: Date _____

Received by: _____

Name & Title, printed: _____

Company: _____

Address: _____

Telephone Number, including Area Code: _____

Fax Number, including Area Code: _____

Purchasing Division

300 West Third Street
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November 13, 2017

ADDENDUM #5

**BID No. Landscape Maintenance of Riverpark Community Facilities District
Scheduled Bid Closing Date: November 24, 2017**

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- From Addendum #4, section 2, the following is amended to only include.
 - a. Monday-Friday open up the restrooms first thing in the morning.
 - b. Bid should no longer include the closure of restrooms, trash removal, BBQ maintenance or mutt-mitt stations.
- Second Optional Pre-Bid Meeting – Thursday, November 16, 2017 at 8am. All bidders should meet at East Park Playground located on Indus Place, Oxnard.

Addendum #1 received: Date _____

Received by: _____

Name & Title, printed: _____

Company: _____

Address: _____

Telephone Number, including Area Code: _____

Fax Number, including Area Code: _____

RIVERPARK BID RESPONSE TO QUESTIONS**ADDENDUM 6**

1. Are we responsible to open bathrooms on holidays?
The Contractor will not be responsible to open the restrooms on holidays. This will be handled by City staff.
2. Will we pick up the mulch at a designated location or will the city drop it off to us?
Mulch will be delivered to the requested location and provided to the contractor by the city. Mulch will be delivered and placed in a location designated by the City that will be accessible to the property where the mulch is being disbursed. Care will be taken to deliver the mulch and place it in a location that will not be a deterrent to landscape or turf areas. Contractor will be responsible for spreading the mulch in the designated location.
3. Will you provide the "Walk on Bark" or do we need to purchase?
The City will provide the Fibar product for the walking path at Central Park.
4. What time do the restrooms need to be opened?
The restrooms need to be opened at dawn. The park is open from dawn until dusk so you will need to adjust the opening time accordingly.

RIVERPARK BID RESPONSE TO QUESTIONS**ADDENDUM 7**

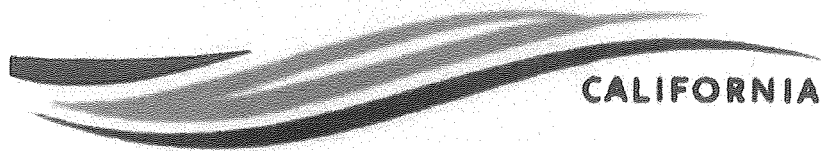
1. Regarding the mulch is there any way that we all could bid on a specific yardage amount? Meaning do you happen to have total yards of mulch that will be needed for Riverpark?

It is estimated that Riverpark utilizes approximately of 2,000 yards of mulch bi-annually to be place in locations throughout the District including but not limited to planter beds, tree wells, medians, etc.

BID PACKET

CITY OF

OXNARD



FOR

LANDSCAPE MAINTENANCE OF RIVERPARK COMMUNITY FACILITIES DISTRICT

Submitted by: BILL JACOBSON

Contractor's Name: BRIGHTVIEW LANDSCAPE SERVICES

Address: 2910 SHERWIN AVE

City: VENTURA State: CA

Zip Code: 93003

Contact Person: BILL JACOBSON

Phone: 818-384-6667

Email: William.jacobson
@brightview.com

Date: 11/21/2017

BID FOR MAINTENANCE OF WESTPORT COMMUNITY FACILITIES DISTRICT

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Riverpark Community Facilities District ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed and materials to be furnished.

2. The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or its breakdown or contents, or divulged information or data relative to that Bid price, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent of such entities, to effectuate a collusive or sham Bid and has not paid and will not pay any person or entity for such purpose.

3. The Bid includes all taxes, fees, transportation and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

4. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. If the Contract is awarded to Bidder, within fourteen (14) Calendar Days, Bidder shall execute the Contract and all Addenda, submit the required insurance documentation and provide a copy of its business license.

Bidder acknowledges receipt of all addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01:	10/19	#02:	10/24
#03:	11/02	#04:	11/06
#05:	11/14	#06:	11/21
		#07:	11/21

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on [date], 11/21/17 at Oxnard [city], [state].CA

Bidder's Name (Company): BrightView Landscape Services

Signature: [Signature]

Title: SVP

Print: FRANK ANIMIO

Date: 11-21-17

CITY OF OXNARD BID SHEETS FOR MAINTENANCE OF *Riverpark* COMMUNITY FACILITIES DISTRICT

District Name	MONTHLY SERVICE LEVELS		Total (for each row)
	A level of Service ¹	B level of Service ¹	
<i>Riverpark</i> FD	\$ 36,345	\$ NA <i>Ø</i>	\$ 36,345

¹Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

Bidder's Name (Company): BrightView Landscape Services Date: 11-21-17

Signature:  Title: SVP

Print: FRANK ANNINO

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 3**

Turf Maintenance Schedule	Frequency	Level of Service					
		A	B	C	D	E	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X					
	Every 2 Weeks		X				
	Every Third Week			X			
	Monthly				X		
	Quarterly					X	
Aerate to relieve compaction and stress	3x per Year	X					
	Annually		X	X	X		
	Not Performed						X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X			
	Not performed				X		X
Overseed Stressed Areas	BI-Annually	X					
	Annually		X	X			
	Not Performed				X		X

Fertilization Schedule	Frequency	Level of Service					
		A	B	C	D	E	F
Turf	Quarterly	X					
	BI-annually		X				
	Annually			X	X		
	None						X
Shrubs, Ground Cover and Vines	Monthly	X					
	Quarterly		X				
	BI-annually			X			
	Annually				X		
	None						X

Trash and Debris Removal	Frequency	Level of Service					
		A	B	C	D	E	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X					
	Weekly		X	X	X		
	Monthly						
	Not Performed						X

Graffiti	Frequency	Level of Service					
		A	B	C	D	E	F
Inspect and remove as needed	Daily	X					
	Weekly		X				
	Every two weeks			X			
	Monthly				X		
	When reported						X

Pest Control Schedule	Frequency	Level of Service					
		A	B	C	D	E	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X		
	Not performed						X

Weed Control Schedule	Frequency	Level of Service					
		A	B	C	D	E	F
Complete control and/or eradication of all weeds within the landscapes scheduled	Daily	X					
	Every 2 Weeks		X				
	Every Third Week			X			
					X		
						X	

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 3**

Irrigation	Frequency	Level of Service				
		A	B	C	D	F
Inspect and adjust/repair as needed	Daily	X				
	Every two weeks		X			
	Every Third week			X		
	Quarterly				X	
	Respond to complaints					X

Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly	X					
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly		X				
	Trim as needed to prevent encroachments or hazards			X	X		
	Report encroachments or hazards					X	

Purchasing Division

300 West Third Street
Oxnard, CA 93030
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October 19, 2017

ADDENDUM #1

BID No. Landscape Maintenance of RiverPark Community Facilities District
Scheduled Bid Closing Date: Friday, November 24, 2017 at 2:00 p.m.

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

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Yes, all areas should be considered as part of the bid. Specifically, if you visit the site and see areas that are not accurate according to the map, for example, the map shows turf, but the area is dead or bald, assume there is turf there. In the case of shrubs and plant materials, if the area is dead or bald, assume a like material will be planted at some point and you will be responsible for maintaining it.

- 4000-5 Define “Small” amounts of graffiti?

Any graffiti 12” x 12” or smaller is considered a small amount.

- 4000-5 this seems difficult to foreshadow in to our total labor cost. Can this be a case by case cost?

This item is to be included in your total bid. The expectation is that you will be utilizing the crew you already having working on property. Because your team is on the property all week long, it is more efficient to utilize the existing crew for clean-up for small graffiti jobs.

- 4000-6 this seems difficult to foreshadow in to our total labor cost. Can this be a case by case cost?

This item is to be included in your total bid. As mentioned previously, utilizing the crew already on the property is more cost effective than hiring an outside company.

- 4000-5 What does the city deem as excessive graffiti?

Anything larger than 12" x 12" in size.

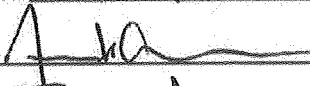
- What is the expectation regarding days of service and crew requirements?

For A level of service, the crew should be on property 8 hours a day, 5 days per week, Monday-Friday. This must include a full time irrigation technician and a crew supervisor. On the other two days, two employees are required to be on site for trash pick-up, graffiti removal, etc. as needed. For B level of Service, there is no minimum on property requirement, but there must be a full time irrigation technician and a crew supervisor on site during scheduled service days, excluding trash pick-up days.

- Are the softball fields included in this maintenance contract?

No, per the attached maps, all areas within the red outline are NOT included in the bid.

Addendum #1 received: Date 10/19/17

Received by: 

Name & Title, printed: FRANK ANNINO SUP

Company: Brightview Landscape

Address: 2910 Sherwin Ave, Ventura

Telephone Number, including Area Code: 818-384-6667

Fax Number, including Area Code: 805-642-9300

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org



October 24, 2017

ADDENDUM #2

BID No. Landscape Maintenance of RiverPark CFD

Scheduled Bid Closing Date: November 24, 2017 at 2:00 p.m.

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- How do you determine Service level A, B, C etc. What are the levels of service and where on the map?

City Response: You should be bidding for the entire project (the District) under Service Level A and Service Level B. Please do not attempt to split out the District into sections that are Level A and Level B. The lowest bidder will be determined by the monthly cost for Service Level A and Service Level B. Those two monthly costs will be added together and the lowest bidder will be awarded the contract, this is why it is critical that you bid the entire District at that service level.

- I wanted to clarify that all trees highlighted in Blue will be part of the bid? Is this trimming up to 12' or is it pricing for "Full" tree service?

City Response: All of the trees noted on the map are included within the scope of the contract. You are expected to maintain the trees according to the tree section in the Service Level document. The only exception is the tall palm trees located on Wooley Road. Those palm trees will be trimmed annually by an outside contractor. However, if any palm fronds or other debris fall from those palm trees, you are expected to dispose of it.

You are also still responsible for fertilization, weed and pest control, etc. per the scope and Service Level Document. Only the annual tree trimming is excluded from this contract.

- Is the proposed Dog Park (Windrow Park) included in the scope of this contract?

City Response: Yes it is. Currently, all of the turf and existing landscaping are already being maintained by the City and this contract will include those areas. Additionally, we have a contractor building out the dog park (which is inside Windrow Park) and it is estimated to be completed by December 2017. Therefore, please reference the attached site maps (SHEET 2 and SHEET 6) and include maintenance of the additional proposed items within your bid.

Addendum #1 received: Date 10/24/17

Received by: [Signature]

Name & Title, printed: FRANK ANNUNIO SUP

Company: Brightview Landscape

Address: 2910 Shoreline Ave Ventura

Telephone Number, including Area Code: 818 384 6667

Fax Number, including Area Code: ~~805~~ 805-642-9300

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org



November 1, 2017

ADDENDUM #3

BID No. Landscape Maintenance of Riverpark Community Facilities District
Scheduled Bid Closing Date: November 24, 2017

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- What maintenance is required in the detention basins?

City Response: Please refer to section 4000-12 for maintenance requirements for the detention basins.

- What is the target date for the dog park to be released to the City for maintenance?

City Response: The dog park is estimated to be completed by the end of December. There is a 90 day plant establishment period. Assuming the City signs off and releases the current contractor, the new maintenance contractor will be taking over the remaining shrubs, trees, etc. around April 1, 2018.

- When will the current developer maintained areas located on Tiber River Way and Albion Drive be released to the City for maintenance?

City Response: We are waiting on an answer from Development Services, but at this time, this area is not included within the scope of the contract.

- What will be the maintenance requirement for the plant material along the walking path near the detention basins? Will this become a natural habitat similar to Westport as the plant material is similar to their natural habitat area?

City Response: There are no natural habitat areas within the Riverpark District. These areas should be maintained similarly to the other areas.

- When is Riverpark schedule to go to reclaimed water on the property?

City Response: Some areas are currently on reclaimed water, but it is unclear when the remaining areas will be switched over to reclaimed water at this time.

- Who is responsible for irrigation repairs?

City Response: Please refer to section 1000-5-1 for a breakdown of responsibility for labor and costs for repairs to irrigation maintenance.

- Who is responsible to provide and pay for mulch for the areas in the parks?

City Response: The City will provide the mulch. The contractor will be responsible for mulching 2 times per year.

- Are contractors responsible for the removal of any graffiti in the parks?

City Response: Please refer to section 4000-5 of the bid document for a detailed explanation of the locations to which the contractor is responsible for graffiti removal.

- What is the responsibility of the contractor regarding hazardous such as exposed wires on light posts?

City Response: In the event that the contractor identifies a hazard that could create a danger, they are to immediately notify the Project Manager or his or her representative and take steps to protect the public from any harm. This includes but is not limited to utilizing caution tape to quarantine the area, turning off any utility or remaining the location until a City employee arrives to assume responsibility for the situation. The Project Manager or his or her designee will determine the course of action for repairing any hazard that has been identified and contact the contractor and residents regarding the course of action.

- If there are any major issues with replanting, such as a large area of turf dying, who would be responsible for cost of replanting in that area?

City Response: If it is determined that the plant material has not died due to the negligence of the contractor, then the City would be responsible for the replacement of the plant material. If such an instance occurred, based on the scope of the project, the City would solicit Request for Bids for the project and award a contract based on the City's procurement policies.

- Does the contractor need to have one person dedicated each day to trash only and what is the crews responsibility with trash?

City Response: As stated in section 4000-2 of the bid documents, the Contractor will not be responsible for any trash in the receptacles located within the park amenities. Contractor will be responsible to pick up any trash in the course of their work providing landscape maintenance throughout the property including but not limited to any litter or debris in mow strips, medians, planters, or open turf.

- What hours will the contractor be allowed to maintain the Dog Park?

City Response: In conjunction with the Project Manager or his or her designee, the Contractor will be allowed to close the dog park for maintenance on a regularly scheduled day and time based upon the service level agreement, which will be posted by the Project Manager or his or her designee to notify the residents of this maintenance.

- How will the bid be awarded? By the total? By the Service Level Bid price?

City Response: The lowest bidder will be determined by the monthly cost for Service Level A and Service Level B. Those two monthly costs will be added together and the lowest bidder will be awarded the contract.

- In looking over the contract in the RFP for both Westport and Riverpark. This contract is much smaller than the contract version used for the playing fields. It also references and incorporates other documents. Is this the one we will be signing if we are awarded the project(s)?

City Response: The contract sample that was included in the bid packet for Riverpark and Westport Landscape Maintenance is very similar to the final contract document the winning bidder(s) will be signing.

Addendum #1 received: Date 11/2/17

Received by: [Signature]

Name & Title, printed: FRANK ANIMATO SVP

Company: Brightview Landscape

Address: 2910 Sherman Ave. Ventura

Telephone Number, including Area Code: 818 384 6667

Fax Number, including Area Code: 805-642 9300

Purchasing Division

300 West Third Street
 Oxnard, CA 93030
 (805) 385-7538
 www.oxnard.org



November 6, 2017

ADDENDUM #4

BID No. Landscape Maintenance of Riverpark Community Facilities District
Scheduled Bid Closing Date: November 24, 2017

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- The City is only requesting a bid for Service Level A. There is no need to bid at Service Level B. The lowest bidder will be selected based upon the price for Service Level A.
- The following additional scope is to be included within the bid as follows:
 - Monday-Friday open up the restrooms first thing in the morning
 - Empty the trash cans on property daily (Monday-Friday) - we supply the bags
 - Check the BBQs at the park once a week and empty the coals and debris if needed
 - Check the mutt mitt stations daily (Monday-Friday) - if they need to be restocked, we provide the mutt mitt bags, but you would be installing them.

Addendum #4 received: Date 11/6/17

Received by: [Signature]

Name & Title, printed: FRANK ANTONIO SUP

Purchasing Division

300 West Third Street
 Oxnard, CA 93030
 (805) 385-7538
 www.oxnard.org



November 13, 2017

ADDENDUM #5

BID No. Landscape Maintenance of Riverpark Community Facilities District
Scheduled Bid Closing Date: November 24, 2017

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- From Addendum #4, section 2, the following is amended to only include.
 - a. Monday-Friday open up the restrooms first thing in the morning.
 - b. Bid should no longer include the closure of restrooms, trash removal, BBQ maintenance or mutt-mitt stations.
- Second Optional Pre-Bid Meeting – Thursday, November 16, 2017 at 8am. All bidders should meet at East Park Playground located on Indus Place, Oxnard.

Addendum #5 received: Date 11/14

Received by: [Signature]

Name & Title, printed: FRANK ANNINO SVP

Company: Brightview Landscape

Address: 2910 Sherwin ave, Ventura

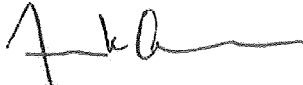
Telephone Number, including Area Code: 818 384-6667

Fax Number, including Area Code: 805-642-9300

RIVERPARK BID RESPONSE TO QUESTIONS

ADDENDUM 6

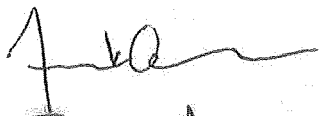
1. Are we responsible to open bathrooms on holidays?
The Contractor will not be responsible to open the restrooms on holidays. This will be handled by City staff.
2. Will we pick up the mulch at a designated location or will the city drop it off to us?
Mulch will be delivered to the requested location and provided to the contractor by the city. Mulch will be delivered and placed in a location designated by the City that will be accessible to the property where the mulch is being disbursed. Care will be taken to deliver the mulch and place it in a location that will not be a deterrent to landscape or turf areas. Contractor will be responsible for spreading the mulch in the designated location.
3. Will you provide the "Walk on Bark" or do we need to purchase?
The City will provide the Fibar product for the walking path at Central Park.
4. What time do the restrooms need to be opened?
The restrooms need to be opened at dawn. The park is open from dawn until dusk so you will need to adjust the opening time accordingly.


 Frank Annino SVP
 Brightview Landscape
 2910 Sherman Ave, Ventura
 818-384-6667
 805-642-9300

RIVERPARK BID RESPONSE TO QUESTIONS**ADDENDUM 7**

1. Regarding the mulch is there any way that we all could bid on a specific yardage amount? Meaning do you happen to have total yards of mulch that will be needed for Riverpark?

It is estimated that Riverpark utilizes approximately of 2,000 yards of mulch bi-annually to be place in locations throughout the District including but not limited to planter beds, tree wells, medians, etc.


FRANK ANNUNZIO SVP
Brightview Landscape
2910 Sherwin, Ave, Ventura
818 384 6667 Ph.
805-642 9300 Fax

Three Important Items the City Wants Completed Annually:

1. Mulch Installation at 2,000yards bi-annually as indicated in Addendum 7
2. Thatching 1 x a year as indicated in the RFP
3. Aeration 3 x a year as indicated in the RFP

BID PACKET

CITY OF

OXNARD

CALIFORNIA

FOR

LANDSCAPE MAINTENANCE OF RIVERPARK COMMUNITY FACILITIES DISTRICT

Submitted by:

Contractor's Name: Garcia's Landscaping Maintenance Inc.

Address: 2101 Hughes Dr.

City: Oxnard State: CA Zip Code: 93033

Contact Person: Tenley Garcia Phone: 805-479-0168

Email: garciasbiz@gmail.com Date: 11-22-17

BID FOR MAINTENANCE OF RIVERPARK COMMUNITY FACILITIES DISTRICT

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Riverpark Community Facilities District ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed and materials to be furnished.

2. The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or its breakdown or contents, or divulged information or data relative to that Bid price, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent of such entities, to effectuate a collusive or sham Bid and has not paid and will not pay any person or entity for such purpose.

3. The Bid includes all taxes, fees, transportation and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

4. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. If the Contract is awarded to Bidder, within fourteen (14) Calendar Days, Bidder shall execute the Contract and all Addenda, submit the required insurance documentation and provide a copy of its business license.

Bidder acknowledges receipt of all addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>10-19-17</u>	#03	<u>11-2-17</u>
#02	<u>10-24-17</u>	#04	<u>11-6-17</u>

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on November 22, 2017 [date], at Oxnard [city], CALIFORNIA [state].

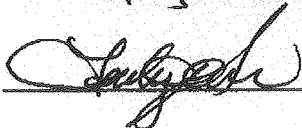
Bidder's Name (Company): Garcias Landscaping Maintenance Inc.
 Signature: [Signature] Title: Secretary
 Print: Tenley Garcia Date: 11-22-17

CITY OF OXNARD BID SHEETS FOR MAINTENANCE OF RIVERPARK COMMUNITY FACILITIES DISTRICT

District Name	MONTHLY SERVICE LEVELS		Total (for each row)
	A Level of Service ¹	B Level of Service ¹	
Riverpark CFD	\$ 139,474. -	\$ N/A	\$ 139,474. -

¹Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

Bidder's Name (Company): Garcias Landscaping Maintenance Inc Date: 11-22-17

Print: Tenley Garcia Signature:  Title: Secretary

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org



October 19, 2017

ADDENDUM #1

BID No. Landscape Maintenance of RiverPark Community Facilities District
Scheduled Bid Closing Date: Friday, November 24, 2017 at 2:00 p.m.

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- Regarding the map all areas colored coded will be considered as "common area" and be considered for bidding purposes? In other words, based on the map and the color-coded areas should we consider all color-coded areas as the area that we need to bid for maintenance?

Yes, all areas should be considered as part of the bid. Specifically, if you visit the site and see areas that are not accurate according to the map, for example, the map shows turf, but the area is dead or bald, assume there is turf there. In the case of shrubs and plant materials, if the area is dead or bald, assume a like material will be planted at some point and you will be responsible for maintaining it.

- 4000-5 Define "Small" amounts of graffiti?

Any graffiti 12" x 12" or smaller is considered a small amount.

- 4000-5 this seems difficult to foreshadow in to our total labor cost. Can this be a case by case cost?

This item is to be included in your total bid. The expectation is that you will be utilizing the crew you already having working on property. Because your team is on the property all week long, it is more efficient to utilize the existing crew for clean-up for small graffiti jobs.

- 4000-6 this seems difficult to foreshadow in to our total labor cost. Can this be a case by case cost?

This item is to be included in your total bid. As mentioned previously, utilizing the crew already on the property is more cost effective than hiring an outside company.

- 4000-5 What does the city deem as excessive graffiti?

Anything larger than 12" x 12" in size.

- What is the expectation regarding days of service and crew requirements?

For A level of service, the crew should be on property 8 hours a day, 5 days per week, Monday-Friday. This must include a full time irrigation technician and a crew supervisor. On the other two days, two employees are required to be on site for trash pick-up, graffiti removal, etc. as needed. For B level of Service, there is no minimum on property requirement, but there must be a full time irrigation technician and a crew supervisor on site during scheduled service days, excluding trash pick-up days.

- Are the softball fields included in this maintenance contract?

No, per the attached maps, all areas within the red outline are NOT included in the bid.

Addendum #1 received: Date 11/22/12

Received by: *Tenley Garcia*

Name & Title, printed: Tenley Garcia, Secretary

Company: Garcia's Landscaping Maintenance Inc.

Address: 2101 Hughes St. Oxnard, CA 93033

Telephone Number, including Area Code: 805-479-0168

Fax Number, including Area Code: 805-485-9627

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org



October 24, 2017

ADDENDUM #2

BID No. Landscape Maintenance of RiverPark CFD

Scheduled Bid Closing Date: November 24, 2017 at 2:00 p.m.

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- How do you determine Service level A, B, C etc. What are the levels of service and where on the map?

City Response: You should be bidding for the entire project (the District) under Service Level A and Service Level B. Please do not attempt to split out the District into sections that are Level A and Level B. The lowest bidder will be determined by the monthly cost for Service Level A and Service Level B. Those two monthly costs will be added together and the lowest bidder will be awarded the contract, this is why it is critical that you bid the entire District at that service level.

- I wanted to clarify that all trees highlighted in Blue will be part of the bid? Is this trimming up to 12' or is it pricing for "Full" tree service?

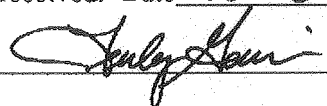
City Response: All of the trees noted on the map are included within the scope of the contract. You are expected to maintain the trees according to the tree section in the Service Level document. The only exception is the tall palm trees located on Wooley Road. Those palm trees will be trimmed annually by an outside contractor. However, if any palm fronds or other debris fall from those palm trees, you are expected to dispose of it.

You are also still responsible for fertilization, weed and pest control, etc. per the scope and Service Level Document. Only the annual tree trimming is excluded from this contract.

- Is the proposed Dog Park (Windrow Park) included in the scope of this contract?

City Response: Yes it is. Currently, all of the turf and existing landscaping are already being maintained by the City and this contract will include those areas. Additionally, we have a contractor building out the dog park (which is inside Windrow Park) and it is estimated to be completed by December 2017. Therefore, please reference the attached site maps (SHEET 2 and SHEET 6) and include maintenance of the additional proposed items within your bid.

Addendum #1 received: Date 10-25-17

Received by: 

Name & Title, printed: Terley Garcia, Secretary

Company: Garcia's Landscaping Maintenance Inc

Address: 2101 Hughes Dr. Oxnard, CA. 93033

Telephone Number, including Area Code: 805-479-0168

Fax Number, including Area Code: 805-485-9627

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org



November 1, 2017

ADDENDUM #3

BID No. Landscape Maintenance of Riverpark Community Facilities District
Scheduled Bid Closing Date: November 24, 2017

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- What maintenance is required in the detention basins?

City Response: Please refer to section 4000-12 for maintenance requirements for the detention basins.

- What is the target date for the dog park to be released to the City for maintenance?

City Response: The dog park is estimated to be completed by the end of December. There is a 90 day plant establishment period. Assuming the City signs off and releases the current contractor, the new maintenance contractor will be taking over the remaining shrubs, trees, etc. around April 1, 2018.

- When will the current developer maintained areas located on Tiber River Way and Albion Drive be released to the City for maintenance?

City Response: We are waiting on an answer from Development Services, but at this time, this area is not included within the scope of the contract.

- What will be the maintenance requirement for the plant material along the walking path near the detention basins? Will this become a natural habitat similar to Westport as the plant material is similar to their natural habitat area?

City Response: There are no natural habitat areas within the Riverpark District. These areas should be maintained similarly to the other areas.

- When is Riverpark schedule to go to reclaimed water on the property?

City Response: Some areas are currently on reclaimed water, but it is unclear when the remaining areas will be switched over to reclaimed water at this time.

- Who is responsible for irrigation repairs?

City Response: Please refer to section 1000-5-1 for a breakdown of responsibility for labor and costs for repairs to irrigation maintenance.

- Who is responsible to provide and pay for mulch for the areas in the parks?

City Response: The City will provide the mulch. The contractor will be responsible for mulching 2 times per year.

- Are contractors responsible for the removal of any graffiti in the parks?

City Response: Please refer to section 4000-5 of the bid document for a detailed explanation of the locations to which the contractor is responsible for graffiti removal.

- What is the responsibility of the contractor regarding hazardous such as exposed wires on light posts?

City Response: In the event that the contractor identifies a hazard that could create a danger, they are to immediately notify the Project Manager or his or her representative and take steps to protect the public from any harm. This includes but is not limited to utilizing caution tape to quarantine the area, turning off any utility or remaining the location until a City employee arrives to assume responsibility for the situation. The Project Manager or his or her designee will determine the course of action for repairing any hazard that has been identified and contact the contractor and residents regarding the course of action.

- If there are any major issues with replanting, such as a large area of turf dying, who would be responsible for cost of replanting in that area?

City Response: If it is determined that the plant material has not died due to the negligence of the contractor, then the City would be responsible for the replacement of the plant material. If such an instance occurred, based on the scope of the project, the City would solicit Request for Bids for the project and award a contract based on the City's procurement policies.

- Does the contractor need to have one person dedicated each day to trash only and what is the crews responsibility with trash?

City Response: As stated in section 4000-2 of the bid documents, the Contractor will not be responsible for any trash in the receptacles located within the park amenities. Contractor will be responsible to pick up any trash in the course of their work providing landscape maintenance throughout the property including but not limited to any litter or debris in mow strips, medians, planters, or open turf.

- What hours will the contractor be allowed to maintain the Dog Park?

City Response: In conjunction with the Project Manager or his or her designee, the Contractor will be allowed to close the dog park for maintenance on a regularly scheduled day and time based upon the service level agreement, which will be posted by the Project Manager or his or her designee to notify the residents of this maintenance.

- How will the bid be awarded? By the total? By the Service Level Bid price?

City Response: The lowest bidder will be determined by the monthly cost for Service Level A and Service Level B. Those two monthly costs will be added together and the lowest bidder will be awarded the contract.

- In looking over the contract in the RFP for both Westport and Riverpark. This contract is much smaller than the contract version used for the playing fields. It also references and incorporates other documents. Is this the one we will be signing if we are awarded the project(s)?

City Response: The contract sample that was included in the bid packet for Riverpark and Westport Landscape Maintenance is very similar to the final contract document the winning bidder(s) will be signing.

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org



November 6, 2017

ADDENDUM #4

**BID No. Landscape Maintenance of Riverpark Community Facilities District
Scheduled Bid Closing Date: November 24, 2017**

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- The City is only requesting a bid for Service Level A. There is no need to bid at Service Level B. The lowest bidder will be selected based upon the price for Service Level A.
- The following additional scope is to be included within the bid as follows:
 - Monday-Friday open up the restrooms first thing in the morning
 - Empty the trash cans on property daily (Monday-Friday) - we supply the bags
 - Check the BBQs at the park once a week and empty the coals and debris if needed
 - Check the mutt mitt stations daily (Monday-Friday) - if they need to be restocked, we provide the mutt mitt bags, but you would be installing them.

Addendum #1 received: Date 11-6-17

Received by: 

Name & Title, printed: Terley Garcia, Secretary

Company: Garcia's Landscaping Maintenance Inc.

Address: 2101 Hughes Dr. Oxnard, CA 93033

Telephone Number, including Area Code: 805-479-0168

Fax Number, including Area Code: 805-485-9627

Purchasing Division

300 West Third Street
 Oxnard, CA 93030
 (805) 385-7538
 www.oxnard.org



November 13, 2017

ADDENDUM #5

BID No. Landscape Maintenance of Riverpark Community Facilities District
Scheduled Bid Closing Date: November 24, 2017

To All Bidders of Record:

Acknowledge receipt of this addendum by attaching a signed copy of this addendum with your bid. Failure to do so may subject bidder to disqualification. Revisions/clarifications to the bid specifications and documents are as follows:

Questions & Answers:

- From Addendum #4, section 2, the following is amended to only include.
 - a. Monday-Friday open up the restrooms first thing in the morning.
 - b. Bid should no longer include the closure of restrooms, trash removal, BBQ maintenance or mutt-mitt stations.
- Second Optional Pre-Bid Meeting – Thursday, November 16, 2017 at 8am. All bidders should meet at East Park Playground located on Indus Place, Oxnard.

Addendum #1 received: Date 11-14-17

Received by: *Terley Garcia*

Name & Title, printed: Terley Garcia, Secretary

Company: Garcia's Landscaping Maintenance Inc.

Address: 2101 Hughes Dr. Oxnard, CA. 93033

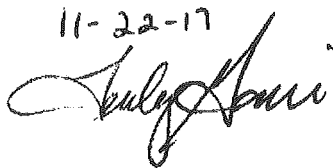
Telephone Number, including Area Code: 805-479-0168

Fax Number, including Area Code: 805-485-9627

RIVERPARK BID RESPONSE TO QUESTIONS**ADDENDUM 7**

1. Regarding the mulch is there any way that we all could bid on a specific yardage amount? Meaning do you happen to have total yards of mulch that will be needed for Riverpark?

It is estimated that Riverpark utilizes approximately of 2,000 yards of mulch bi-annually to be place in locations throughout the District including but not limited to planter beds, tree wells, medians, etc.

11-22-17


RIVERPARK BID RESPONSE TO QUESTIONS**ADDENDUM 6**

1. Are we responsible to open bathrooms on holidays?
The Contractor will not be responsible to open the restrooms on holidays. This will be handled by City staff.
2. Will we pick up the mulch at a designated location or will the city drop it off to us?
Mulch will be delivered to the requested location and provided to the contractor by the city. Mulch will be delivered and placed in a location designated by the City that will be accessible to the property where the mulch is being disbursed. Care will be taken to deliver the mulch and place it in a location that will not be a deterrent to landscape or turf areas. Contractor will be responsible for spreading the mulch in the designated location.
3. Will you provide the "Walk on Bark" or do we need to purchase?
The City will provide the Fibar product for the walking path at Central Park.
4. What time do the restrooms need to be opened?
The restrooms need to be opened at dawn. The park is open from dawn until dusk so you will need to adjust the opening time accordingly.

11-21-17



Small Local Business Purchasing Preference Program

The City of Oxnard offers a small local business purchasing preference in accordance with City Code section 4-2. If you wish to be considered, please answer the following:

1. Has Contractor held a current City business license for at least 36 months immediately preceding submittal of its bid?
Select one: ☒ YES ☐ NO
2. Has Contractor maintained its principal business office* for at least 36 months immediately preceding its bid submittal within the City's geographic boundaries?
Select one: ☒ YES ☐ NO
3. Has Contractor's average annual gross receipts been \$20,000,000 or less over the 36 months immediately preceding submittal of its bid?
Select one: ☒ YES ☐ NO
4. Does Contractor employ fewer than 100 employees?
Select one: ☒ YES ☐ NO

If you answered "NO" to any of the above questions, you do not qualify for the small local business purchasing preference program and can stop filling out this sheet. You do not need to turn it in. If you answered "YES" to all of the above questions, please continue answering the questions below.

5. Are at least 50% of Contractor's employees Oxnard residents and have they been Oxnard residents for at least 90 days prior to submission of the bid?
Select one: ☒ YES ☐ NO
6. Does the Contractor intend to hire employees or to subcontract?
Select one: ☒ YES ☐ NO

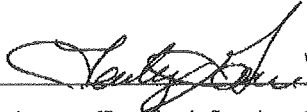
If you answered "NO" to question 5, but answered "YES" to question 6, please sign below under penalty of perjury if you agree:

"The Contractor has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the Contractor's bid, all of whom have subcontracted with or will subcontract with the Contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard."

The City may audit Contractor and its Subcontractors for adherence to this statement.

Name: Tenley Garcia

Date: 11-24-17

Signature: 

Title: Secretary

* A "principal business office" is defined as the place where: 1) the principal officers or owners generally transact business; 2) to which reports are made; 3) from which orders and payments are made; and 4) which the business represents to government authorities as its principal office or principal place of business.