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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
September 8, 2020
Regular Meeting - 11:00 AM to 12:15 PM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 8:00 a.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 8:00 a.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen 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 requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. 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 for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

   SUBJECT: Approval of Minutes.

   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the July 28, 2020 regular meeting as presented.

   Contact: Michelle Ascencion, (805) 385-7805

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)

D. REPORTS

1. Public Works Department

SUBJECT: City of Oxnard Proposed Truck Route Modifications. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council adopt a resolution, pursuant to Oxnard City Code Section 8-3, amending the City of Oxnard Truck Route Map and removing the following road segments from the designated truck routes in the City: Oxnard Boulevard from the US 101 Freeway to Gonzales Road, and Vineyard Avenue from the US 101 Freeway to Oxnard Boulevard.

Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

SUBJECT: Amendment to Agreement for Geotechnical Investigation and Seismic Analysis of Seawalls. (10/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8554-19-PW with TetraTech, Inc. for geotechnical investigation and seismic analysis of seawalls in the amount of $121,319 for a new not to exceed contract amount of $296,801 and to extend the term from March 14, 2021 to March 14, 2022.

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Agreement for Citywide Street Sweeping Service. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8230 with Venco Power Sweeping, Inc. in the amount not to exceed $1,800,000 for a three-year term ending September 30, 2023 for street sweeping services for citywide streets, alleyways, parking lots and City facilities.

Contact: Rosemarie Gaglione, (805) 385-8055

4. Public Works Department

SUBJECT: Letters of Support for Designation of United States Bicycle Route 95 and Clean Mobility Options Grant Application. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the City Manager to:
1. Submit a letter of support for bicycling and non-motorized use by designating United States Bicycle Route 95; and
2. Submit a letter of support for Bike Ventura's Application from California Climate Investments, Clean Mobility Options, for a Community Transportation Needs Assessment, in the City of Oxnard.

Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

M I N U T E S
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
July 28, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 11:00 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Tim Flynn, Bryan A. MacDonald, and Chair Bert E. Perello were present via videoconference.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Brian Yanez, Assistant Public Works Director; Tatiana Arnaout, City Engineer; Adam Smith, Interim Special Districts Manager; Rosemarie Gaglione, Public Works Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the July 14, 2020 regular meeting as presented.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the minutes as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

D. REPORTS

Public Works Department

1. SUBJECT: Automatic Public Toilets as Standard for Future Restroom Projects.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize City staff to adopt prefabricated self-cleaning Automatic Public Toilets (APT) as the standard restroom for future park restroom projects.

The Assistant Public Works Director gave a report. Public comments were received from Pat Brown, Gabriel Teran, and Roger Poirier. Written comments were received from Roger Poirier and Angela Whitecomb. Discussion ensued among the Committee and staff.

It was moved by Chair Perello, seconded by Member MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

DRAFT

2. SUBJECT: Grant Resolution for Active Transportation Program, Highway Safety Improvement Program, and Allocation of Funding for Local Road Safety Plan and Sustainable Communities Grant Projects.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize:
   1. The adoption of a resolution authorizing the City Manager to submit grant applications and execute grant agreements, if awarded, for Active Transportation Program, an Active Transportation Program Quick Build project in partnership with the Southern California Association of Governments (SCAG), and Highway Safety Improvement Program, authorizing the Finance Director to submit financial reports and claims for the use of the grant funds, and authorizing the Public Works Director or designee to submit non-financial reports;
   2. The budget appropriation recognizing grant revenue in the amount of $72,000 of Transportation State Grant Funds (Fund 210), and $7,200 of Traffic Safety matching funds (Fund 182) to the Local Road Safety Plan Project (213102); and
   3. The budget appropriation recognizing grant revenue in the amount of $410,000 of Transportation State Grant Funds (Fund 210), and $53,121 of Roadway Maintenance and Rehabilitation Account matching funds (Fund 185) to the Mobility Plan for Sustainable Communities Project (213103).

The City Engineer gave a report. Public comments were received from Pat Brown. Discussion ensued among the Committee and staff.

It was moved by Member Perello, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

3. SUBJECT: Update on Testing Efforts in the Oxnard Waterways Portion of Channel Islands Harbor.
   RECOMMENDATION: That the Public Works and Transportation Committee receive and file a report on water quality monitoring efforts in the Channel Islands Harbor and provide staff with comments.

The Interim Special Districts Manager gave a report. Public comments were received from Pat Brown. Discussion ensued among the Committee and staff. No formal action was required.

4. SUBJECT: Resolution to Affirm City Commitment to Seawall Funding.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a resolution affirming the City of Oxnard's (City) commitment to share the repair/replacement costs associated with the Mandalay Bay seawalls in the amount of 50% of the total repair/replacement costs if, and only if, Mandalay Bay residents form a Community Facilities District (CFD) to satisfy their obligations to the remaining 50%. The costs are estimated to be approximately $200 million. This would include replacement of the seawalls during the first 25 years, with maintenance beyond 25 years.

The Public Works Director gave a report. Debbie Mitchell of the Channel Islands Waterfront Homeowners Association gave a report.

DRAFT

Public comments were received from William Scarpino, Pat Brown, Carole Taylor and Jim Cowell. Written comments were received from Alison Gabel, Bill Clark, Carole Taylor, Connie Heagy, Jim Cowell, Judy Havas, Maggie Hawthorne, Warner and Patricia Younis, and William Scarpino. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to commit to the city's portion of 50% of the funding at this time, and direct staff to work with the community members to determine the funding mechanism for the remaining amount. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0. Additional discussion ensued.

5. SUBJECT: Reclassification of Project Appropriation Allocations and Expenditures from State Gas Tax Fund to Roadway Maintenance and Rehabilitation Account Fund.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize and approve the City Manager to:
1. Approve a Fiscal Year 2019-20 budget appropriation to:
A) Reclassify budget appropriation allocations of $390,000 for Rice Avenue Street Resurfacing project 183113, and $132,383 for Annual Pavement System Update project 19IN01 from State Gas Tax Fund (181) to Roadway Maintenance and Rehabilitation Account (RMRA) Fund (185);
B) Decrease $204,000 from State Gas Tax Fund (181) for Cooper Street Resurfacing project 183109; and
C) Recognize revenue of $750,000 in State Gas Tax Fund (181) and appropriate to RMRA Fund (185) for Public Works Road and Signal Maintenance Project 203009; and
2. Approve a Fiscal Year 2020-21 budget appropriation recognizing revenue of $1,000,000 in State Gas Tax Fund (181) and appropriating to RMRA Fund (185) for Public Works Road and Signal Maintenance Project 203009.

The City Engineer gave a report. Public comments were received from Pat Brown. Discussion ensued among the Committee and staff.

It was moved by Chair Perello, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Chair Perello requested a future item on an "adopt-a-route" program, for employees to report issues that they observe during their drive to work on the 3-1-1 app.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 1:40 p.m.

MICHELLE ASCENCION, CMC
City Clerk

BERT E. PERELLO
Chair

DRAFT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: September 8, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: City of Oxnard Proposed Truck Route Modifications. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council adopt a resolution, pursuant to Oxnard City Code Section 8-3, amending the City of Oxnard Truck Route Map and removing the following road segments from the designated truck routes in the City: Oxnard Boulevard from the US 101 Freeway to Gonzales Road, and Vineyard Avenue from the US 101 Freeway to Oxnard Boulevard.

BACKGROUND

On May 21, 2019, the City Council approved the removal of the truck route designation along 5th Street between Oxnard Boulevard and Rose Avenue as well as the truck route designation along Oxnard Boulevard between Gonzales Road and the Five Points intersection where Oxnard Boulevard meets Saviers Road to the south and Wooley Road running east-west. The primary reason for removing the truck route designations was inadequate roadway physical conditions, such as narrow streets and small corner radii that cannot accommodate large truck movements on the roadway and intersections. Roadways, sidewalks, fire hydrants, and traffic signal equipment on the roadway and intersections have been damaged by truck movements, as has a least one building. Additionally, the removal of these truck routes was intended to reduce the conflict between trucks and pedestrians in Downtown area intersections, further enhance pedestrian safety and create a more pleasant downtown.

It has been observed that large trucks still exit the US 101 Freeway at Oxnard Boulevard or Vineyard Avenue and traverse southbound on Oxnard Boulevard past Gonzales Road. To prevent this from continuing to occur, the northern section of Oxnard Boulevard from the US 101 Freeway to Gonzales Road, and Vineyard Avenue from the US 101 Freeway to Oxnard Boulevard should be eliminated from the truck route map. This will inform the truck drivers to use other alternative parallel routes from the US 101 Freeway such as Victoria Avenue, Ventura Road and Rose Avenue. It should be noted that this designation will not preclude trucks from making local deliveries to businesses and residences as these deliveries are allowed under State law.

City Code section 8-3(A) states:

"The city council declares that all streets in the city, other than those designated on a map, not printed herein, are light traffic streets. The city council may, from time to time, by resolution amend this map. The city shall adequately post those streets designated on the map as truck routes."

City Code section 8-3(B) further provides:

“No operator of a commercial vehicle with a gross weight, including load, over five tons (“truck”), shall use a light traffic street, except when necessary to reach a destination, for the purpose of loading cargo, and such location cannot be reached by a truck route.”

Furthermore, there has been discussion regarding the ability of the City of Oxnard Police Department to enforce truck route usage. It should be noted that per City Code section 8-65:

"City police officers shall enforce the street traffic regulations of this chapter and State laws applicable to street traffic in the city; make arrests for traffic violations; investigate traffic accidents; cooperate with the traffic engineer and other city officers and employees in administering traffic laws and improving traffic conditions; and carry out duties imposed on a police officer by this chapter."

This includes enforcement of truck routes within City limits, therefore, should heavy trucks be seen driving through any roads that are not designated as truck routes within the City of Oxnard, police officers have the authorization to pull them over and issue citations accordingly, assuming they are not making local deliveries which are permitted under State laws.

DISCUSSION

These modifications to the existing truck route map would better inform truck drivers and encourage the use of designated truck routes in the City prior to exiting at Oxnard Boulevard or Vineyard Avenue. Additionally, it would help maintain the City’s roadway conditions and enhance traffic and pedestrian safety along Oxnard Boulevard and Vineyard Avenue. The proposed revised citywide truck route map is attached (Exhibit B).

Staff is coordinating these efforts with Caltrans to ensure consistency and compliance with truck routes adjacent to Caltrans jurisdiction. Caltrans recommended that the City evaluate impacts on local businesses and study the proposed route for its suitability for trucks, including factors like turning ability, horizontal and vertical clearance, traffic signal timing and signs.

Staff performed the evaluations as recommended by Caltrans and determined that these modifications are expected to have minimal impact on local businesses, as commercial trucks are permitted on light traffic streets to make local deliveries. At the same time, the elimination of the specific segments of Oxnard Boulevard and Vineyard Avenue from the designated truck route map will reroute truck traffic to other, more appropriate truck route roadways which include Ventura Road, Victoria Avenue and Rose Avenue. These roadways are better designed and equipped to handle truck traffic.

Following Council approval, the modified truck route map will be submitted to Caltrans for approval.

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

It will cost approximately $5,000 for removal of old signs and installation of new ones. There is sufficient funding available in the FY 2020-21 State Gas Tax Fund operating budget (181-3102-803.81-04) for this cost.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Truck Route Resolution
2. Exhibit A-Oxnard Truck Routes (Current)
3. Exhibit B-Oxnard Truck Routes (Proposed)
4. Truck Route Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE MAP DESIGNATING THE LIGHT TRAFFIC STREETS WITHIN THE CITY OF OXNARD

WHEREAS, pursuant to Oxnard City Code Section 8-3(A), the City Council declared that all streets in the City, other than those designated on a map adopted by the City Council, are light traffic streets; and

WHEREAS, the map referenced in Oxnard City Code Section 8-3 thereby designates the truck routes within the City; and

WHEREAS, pursuant to Oxnard City Code Section 8-3(A), the City Council may amend the map by resolution; and

WHEREAS, the City Council wishes to amend the map to remove a portion of Oxnard Boulevard between the US 101 Freeway and Gonzales Road, and Vineyard Avenue between the US 101 Freeway and Oxnard Boulevard, from the designated truck routes within the City.

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

Section 1. The City Council hereby amends the map referenced in Oxnard City Code Section 8-3 and replaces it with the map that is attached here as Exhibit B and incorporated herein by this reference.

PASSED AND ADOPTED THIS _____day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

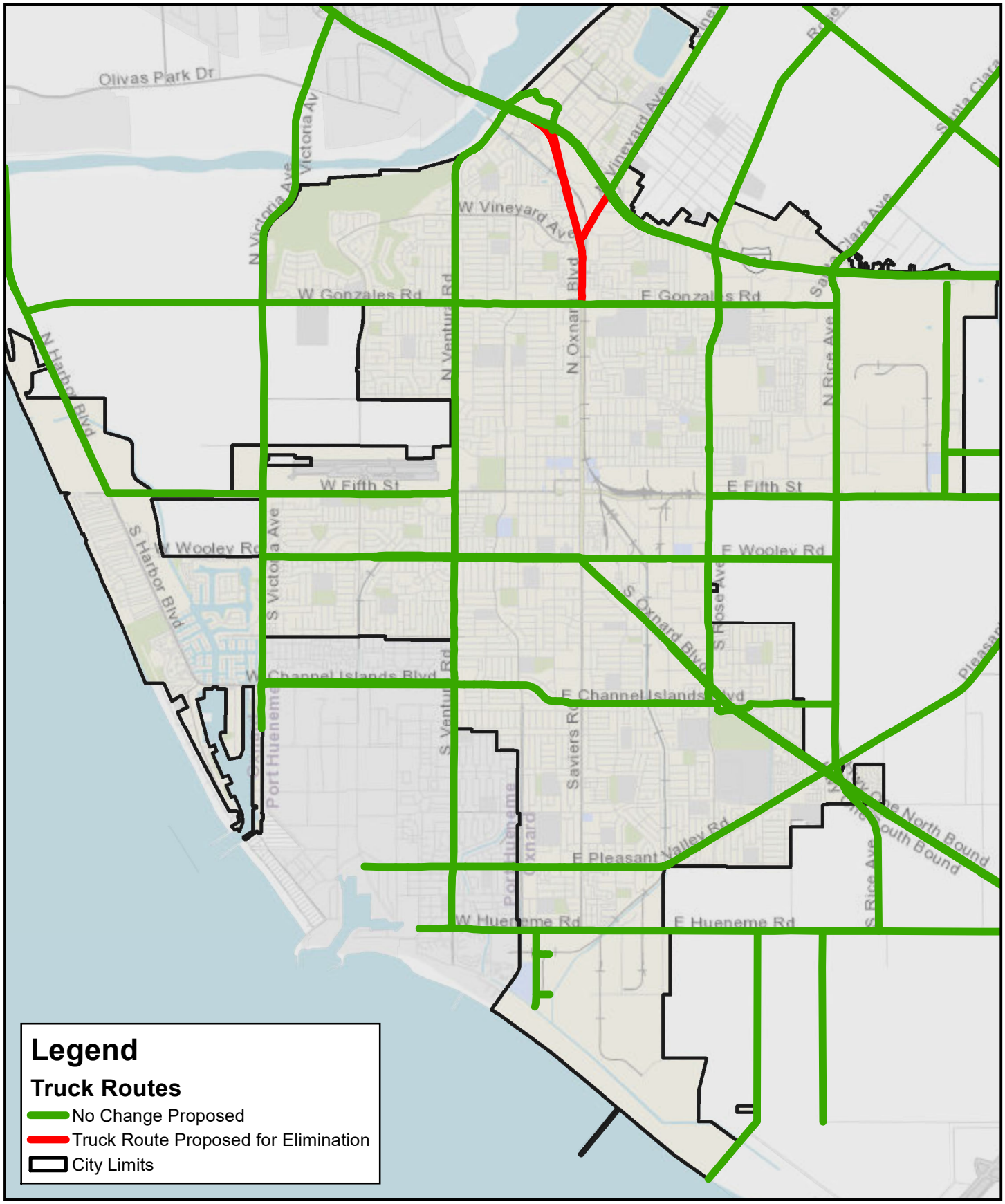
ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT A - PROPOSED TRUCK ROUTE REMOVAL PLAN



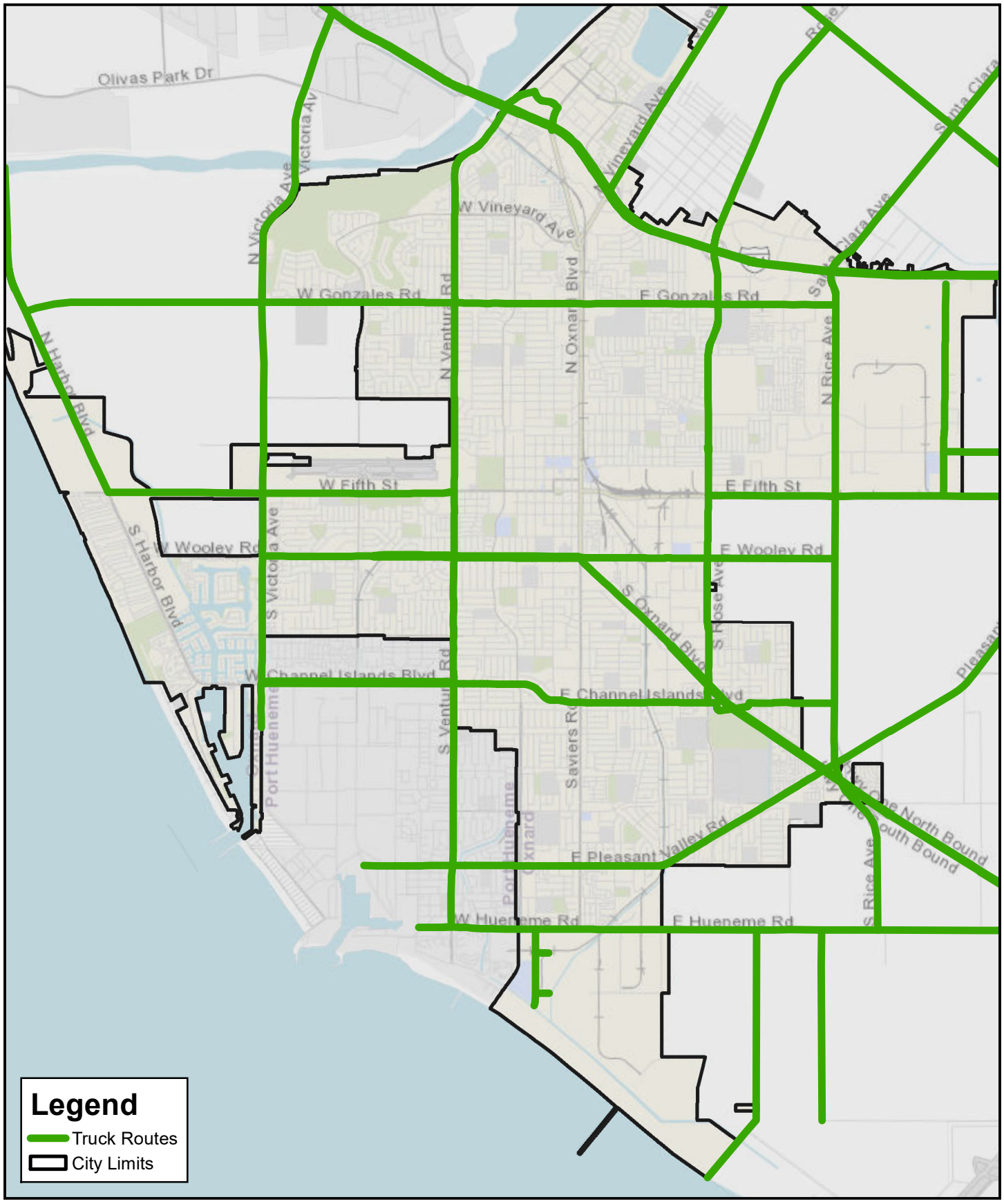
Created by:
CITY OF OXNARD CALIFORNIA
Geographic Information Systems Division
July 2020

2,500 0 2,500 5,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

N

EXHIBIT B - CITYWIDE TRUCK ROUTE MAP



Created by:
CITY OF OXNARD CALIFORNIA
Geographic Information Systems Division
July 2020

2,500 0 2,500 5,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

N

Proposed Truck Route Modifications

Public Works and Transportation Committee
September 8, 2020

Tatiana Arnaout
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

The Public Works and Transportation Committee recommend that the City Council adopt a Resolution, pursuant to Oxnard City Code Section 8-3, amending the City of Oxnard Truck Route Map and removing the following road segments from the designated truck routes in the City (Exhibit A):

- Oxnard Boulevard from the US 101 Freeway to Gonzales Road
- Vineyard Avenue from the US 101 Freeway to Oxnard Boulevard

MAP

BACKGROUND

May 21, 2019, City Council approved removal of designated truck routes along Oxnard Blvd and 5th Street, however some trucks are still observed using Oxnard Blvd

Oxnard Boulevard in the downtown area is problematic for large trucks:

- Narrow streets with tight turns at most street corners
- Contributes significantly to traffic congestion

DISCUSSION

- Prohibition of 'Thru Trucks' on Oxnard Boulevard between Gonzales Road to Wooley Road/Saviers Road ("Five Points Intersection") in April of 2019 has had some success in reducing 'Through-Truck' activity
- There continues to be some truck activity, originating from the US 101 Freeway, requiring further restrictions
- Enforceable by Oxnard PD per City Code section 8-65

DISCUSSION

- Proposal to remove designated truck routes from:
  - Oxnard Boulevard from the US 101 Freeway to Gonzales Road; and
  - Vineyard Avenue from the US 101 Freeway to Oxnard Boulevard
- Alternate routes are better suited to truck traffic
- The preferred 'north-south' alternates and other routes remain unchanged

FINANCIAL IMPACT

- New signage and sign modifications will cost approximately $5,000
- The State Gas Tax Fund (Fund 181) operating budget has sufficient funding available in the FY 2020-21 budget

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: September 8, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Amendment to Agreement for Geotechnical Investigation and Seismic Analysis of Seawalls. (10/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8554-19-PW with TetraTech, Inc. for geotechnical investigation and seismic analysis of seawalls in the amount of $121,319 for a new not to exceed contract amount of $296,801 and to extend the term from March 14, 2021 to March 14, 2022.

BACKGROUND

When the homes in Mandalay Bay were constructed, the developer installed reinforced concrete Boise and Zurn style seawalls to create the Oxnard waterways portion of the Channel Islands Harbor. This allowed the developer to create lots and install foundations for residential development. The Boise system consists of restrained precast concrete panels held in place by precast concrete "T" shaped pilasters, which are anchored to a cast-in-place concrete footing. The Zurn wall is a cast-in-place concrete cantilevered retaining wall supported on a continuous cast-in-place concrete footing. The footing is supported by a row of vertical timber piles and a row of battered timber piles. The vertical piles are spaced at 6 feet on center and the battered piles at 12 feet on center. Waterways Zone 1 Mandalay Bay consists of 7.8 miles of seawalls; 3.4 miles of Boise walls and 4.4 miles of Zurn walls.

Beginning in 1992, staff began to address multiple issues with both types of seawalls. Within a 20-year period, between 1972 - 1992, the City had made more than 500 individual repairs to the seawalls including repairs to foundation piles, concrete wraps for pilasters, cracks and spalling, slope protection, and backfilling. The walls are 52 years old and will require a strategic phased plan for their replacement over the next 25 years, with maintenance beyond 25 years.

On March 1, 2011, the City entered into Agreement A-7390 with TranSystems Corporation (TranSystems) for $287,568 to assess the condition and develop a plan for capital repairs and replacement of the seawalls in Mandalay Bay. The first amendment to Agreement A-7390 for an additional $355,000 was approved by City Council on February 7, 2012, for the purpose of collecting adequate samples for the engineering assessment of all seawall exposure segments. This strategic investigation was completed on August 20, 2012.

TranSystems identified 200 repairs that were not to exceed $1,000,000. On April 9, 2013, City Council

approved agreement A-7581 between the City and the Channel Islands Waterfront Homeowners Association (CIWHA) to share costs for the repairs to the Mandalay Bay seawalls. The City agreed to pay 50% of the costs from the General Fund with a not-to-exceed amount of $500,000. CIWHA agreed to utilize funds from Mandalay Bay Waterways Zone 1 Assessment District to pay the remaining 50%.

On July 26, 2016, City Council approved Agreement 7401-16-PW with TranSystems for on-call marine engineering services for the Waterway Districts of Mandalay, Westport and Seabridge in an amount not to exceed $929,500 over a three-year term. Additionally, City Council approved task orders for permit process and engineering design for the West Hemlock Street seawall repairs. Task Order 1 was for permit processing and project approval by regulatory agencies. The second task order was for geotechnical testing, design, construction monitoring, and follow-up performance evaluations.

On July 18, 2017, City Council approved the first amendment to TranSystems Agreement 7401-16-PW in the amount of $137,600 for a new not to exceed amount of $1,067,100 for on-call marine technical engineering service with TranSystems. The scope of work for this amendment included the development of new repair concept details as well as the refinement of existing repair details, development of specific project areas and timelines, budgetary cost estimates, and attendance at meetings to discuss recommendations between the City and CIWHA.

In December 2017, TranSystems completed the *Mandalay Bay Seawalls Capital Improvement Program: Phase C* report for the City. As part of Phase C, TranSystems included a survey and recommendations for repair of weep holes, pilasters, and walls. These recommendations included items such as the installation of concrete pilaster jackets, removal of the outer 1-inch of concrete on the existing walls, then wrapping them on the water side with resin and fiberglass-reinforced plastic sheet pile. In essence, the recommendations only placed a band-aid on the seawalls to extend their life, but ultimately they would need to be replaced regardless. The cost for this superficial work was estimated to be $86.5 million over 25 years, not adjusted for inflation. Furthermore, these recommendations did not provide any solutions for the seismic vulnerability of the seawalls, as they were built prior to current California seismic codes.

In early 2018, the Public Works Director reviewed the accumulation of documents provided by TranSystems over the years. Due to the TranSystems study costs and methodology for repairs, it was recommended that the City proceed with a value engineering process for the seawall replacement to confirm the accuracy of the information and costs provided.

On October 10, 2018, the City released a Request for Proposal (RFP) for Mandalay Bay Seawall Repair Feasibility Study and Phase 2 Construction Documentation for 3900-3966 West Hemlock Street. The proposal submission closed on November 6, 2018. Due to a lack of responses from qualified proposers, a revised RFP was released on November 21, 2018. PW 19-25R closed on December 10, 2018. A budget appropriation for $163,431 was approved by City Council on February 5, 2019 to be used for engineering services for this project. These funds were used to execute TetraTech Agreement 8554-19-PW for $142,114 which was approved by the City Manager.

In March 2019, TetraTech began studying the Mandalay Bay seawalls and a draft of the *Mandalay Bay Seawalls Repair Conceptual Study and Feasibility Analysis* was furnished to the City in July 2019. The City requested additional analysis of the seawalls to observe the level of deterioration of the seawalls and comparing the observations to the TranSystems reports. On November 19, 2019, the City Manager approved the First Amendment to TetraTech Agreement 8554-19-PW, which increased the contract value by $33,368 for a total contract value of $175,482. Part of their analysis required observing the walls at the annual low tide which was

a critical piece of the data necessary to accurately analyze the deterioration of the seawalls.

Thereafter, the *Mandalay Bay Seawalls Repair Conceptual Study and Feasibility Analysis* was completed in early 2020. In this study, TetraTech identified the deterioration of the walls as vertical cracking and spalling of pilasters, cracking to the Boise walls, and surface erosion to the Zurn walls. Several locations showed alkali-silica reaction which is a chemical reaction that causes cracking and spalling when concrete is exposed to moisture. Additional concerns include risks to the seawalls from seismic activity and liquefaction of soils behind some seawalls during a major earthquake.

Based on the study, which included cost analysis for replacement of the seawalls, TetraTech recommended two options; installation of panels and waler tie-backs or installation of cantilever sheet pile. Installation of the waler tie-back option would consist of installing a new panel in front of the existing wall, filling the space between the two walls, and installing tie-backs that extend down into the competent, non-liquefiable soils. However, the waler tie-back option does require additional geotechnical investigations to determine actual feasibility. The other option, installation of the cantilever sheet pile, would include the installation of a new sheet pile in front of the existing wall using a press-in method (which causes less vibration and noise) and filling the gap between the two walls. This method of seawall replacement would require the new wall to be placed approximately 8 feet in front of the existing wall. The City does not believe that Mandalay Bay can accommodate the space requirements for the cantilevered sheet pile option and is recommending the waler tie-back method for the new seawalls.

CIP Reference:

Project No. **191601** - Mandalay Bay Seawalls - CIP 2020-2025 - Adopted June 16, 2020 - Page 93.

DISCUSSION

Although several options were analyzed for replacement of the seawalls, it was determined that the waler tie-back method was the best solution for Mandalay Bay to ensure the greatest area of navigable waters in the smaller back basins of the waterways. TetraTech estimates that the waler tie-back option would be the most cost-effective seismic repair solution for both the Boise and Zurn walls. The life of the new seawalls is expected to be at least 75 years. In order for the waler tie-back method to be confirmed as a feasible repair, additional geotechnical investigation is required. This will include analysis of the effects of liquefaction and potential lateral spreading behind the existing seawalls. The scope includes geotechnical field exploration which consists of marking proposed locations and locating existing utilities to avoid conflicts, drilling exploratory borings across the site to depths of 40 to 50 feet below the ground surface, geotechnical laboratory testing of the boring samples, inspection of existing piles to determine current condition, completion of the seismic vulnerability study of the existing seawalls, and the development of the structural design detail of the waler tie-back panel. This will include components such as the tie-back anchor, anchor/waler connection, panel, and footing design.

This Second Amendment to the TetraTech Agreement 8554-19-PW will include the additional geotechnical investigation required and increase the contract value by $121,319 for a new not to exceed amount of $296,801 and extend the term to March 14, 2022. This amendment will allow the consultant to confirm feasibility of the waler tie-back method prior to initiating the Phase 2 of the original contract which consists of the plans, specifications, and estimates for the repairs of the seawalls along Hemlock Street.

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

The total cost for the Second Amendment with TetraTech, Inc. is an additional $121,319 and extends through March 14, 2022. With the approval of the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant recognition and budget appropriation for $132,562.50 in grant funds from the FEMA staff report in this same Council agenda for October 6, 2020, there will be sufficient budget in Project No. 191601 for this amendment (account 238-9816-826-82-09).

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Agreement 8554-19-PW Second Amendment
2. Agreement 8554-19-PW Original and First Amendment
3. TetraTech Presentation

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the agreement for professional services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Tetra Tech, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on March 15, 2019 and by a First Amendment on November 19, 2019, by City and Consultant.

City and Consultant agree as follows:

1. The Schedule of Services in Section (4) of the Cover Page of the Agreement is hereby amended to: "Refer to Scope of Services Exhibit, Scope of Services Exhibit Supplemental, Scope of Services Exhibit Supplemental 2, Schedule of Services Exhibit, Schedule of Services Exhibit Supplemental and Schedule of Services Exhibit Supplemental 2."

2. In Section (5) of the Cover Page of the Agreement, the Agreement Ending Date is hereby amended to: "March 14, 2022."

3. In Section (6) of the Cover Page of the Agreement, the Total Agreement Amount is hereby amended to: "$296,801."

4. The following is attached hereto and incorporated herein by this reference into the Agreement: Scope of Services Exhibit Supplemental 2, Rates and Cost Exhibit Supplemental 2 and Schedule of Services Exhibit Supplemental 2.

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

_____ _____
■ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

ATTEST:

_____ _____
Michelle Ascencion, Date
City Clerk

APPROVED AS TO FORM:

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

_____

TETRA TECH, INC.

_____ _____
Preston Hopson, Date
Sr. VP., General Counsel
and Secretary[2]

_____ _____
David Liu, Date
Senior Vice President

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES SUPPLEMENTAL 2

OVERVIEW

Tetra Tech, Inc. (Consultant), Earth Mechanics, Inc. (EMI) and Geotechnical Professionals, Inc. (GPI) will be coordinating as a team (Team) for this project. The Consultant will be the contract holder and project manager, EMI will be the geotechnical engineer of record (GEOR) and GPI will provide the geotechnical investigation and laboratory work. Previous studies performed for the City on the Mandalay Bay Seawalls did not include the effects of liquefaction and potential lateral spreading in their evaluations. The goal of this project is to investigate the seismic vulnerability of the proposed Waler Tie-Back repair option as described in the Mandalay Bay Seawall Repair, Conceptual Study and Feasibility Analysis Report, dated March 6, 2020. The seismic design parameters used in the analysis will be in conformance with the California Building Code 2019 (CBC 2019).

A phased approach to this investigation is recommended. Phase 1 will include the geotechnical field investigation, laboratory analysis and a preliminary seismic vulnerability study. This phase will inform the Consultant's conclusion and report to the City that the Waler Tie-Back repair will/will not provide satisfactory performance during a seismic event. Analysis will be included for the two types of seawall designs: Boise and Zurn Walls. Results from this phase may determine that the tie-back design will not perform adequately in a seismic event. In this case, Consultant will include alternative design recommendations in the Phase 1 report.

The work to be included in Phase 2 is dependent on the results of Phase 1. The Consultant will provide a Phase 2 proposal based on the results of Phase 1. Phase 2 work will be aimed at "fine-tuning" the design by: a) developing site-specific ground motion parameters which may allow for more efficient and cost-effective solutions; and b) performing an advanced finite element analysis that may also improve efficiency of the design. Consultant will include a recommendation in Phase 1 report as to what Phase 2 tasks are merited based on construction cost savings and construction change order risk mitigation.

SCOPE OF WORK

Task 1 – Geotechnical Investigation, Laboratory Testing and Data Analysis

GPI has been retained to provide geotechnical field exploration and laboratory testing services to aid EMI in their geotechnical analyses and recommendations. The proposed scope of the field exploration and laboratory testing program was developed by Byron Konstantinidis, G.E., the Project Geotechnical Coordinator, and EMI.

GPI's complete scope of proposed geotechnical services includes:

- Geotechnical Field Exploration
- Layout, Utility Marking, and Permitting
- Drilling
- Geotechnical Laboratory Testing
- Geotechnical Data Report

Geotechnical Field Exploration - Layout, Utility Marking, and Permitting

Prior to performing subsurface explorations, Consultant will mark proposed locations at the site and notify Underground Service Alert (Dig-Alert) to reduce the potential for encountering existing underground utilities when drilling and sampling. GPI will also retain a geophysical consultant to scan the

proposed exploration locations for underground conflicts prior to site work. Such surveys do not find all utilities, but may provide an additional level of confidence above the Dig-Alert notice. Typical average effective depths of GPR range between three (3) and five (5) feet but can be as much as 10 feet.

Two of the proposed explorations are located within the public right-of-way. Based on Consultant's discussions with the City, Consultant will obtain an encroachment permit for those borings and a well/borehole permit for all four borings prior to drilling. As this project is ultimately being performed for the City, Consultant understands that there is a possibility that the fees associated with the permitting process may be waived. Consultant has included the permitting fee schedule from the City as an attachment and will invoice the associated fees as reimbursable expenses, if required. The remaining two locations are proposed to be located in existing vacant lots and will require approval of the current property owners. Consultant understands permits will not be necessary. The Team will coordinate access to the vacant lots with the City or current owners.

Geotechnical Field Exploration – Drilling

GPI will perform four exploratory borings across the site to depths of 40 to 50 feet below ground surface or practical refusal (one at 50 feet, one at 45 feet, and two at 40 feet) using truck-mounted rotary wash drilling equipment. Given the expected site conditions and Consultant experience at similar sites, rotary wash is the preferred drilling method as compared to the more commonly used hollow-stem auger (HSA) drilling method as detailed below:

- The subsurface materials are expected to consist of soft to firm clays and silts with interbedded lenses of loose to medium dense sandy soils in the upper 22 to 27 feet. Groundwater is expected to be encountered within the upper 10 to 15 feet, at the approximate mean sea level.
- Rotary wash equipment uses drilling mud to both stabilize the borehole during drilling and provide positive downward hydrostatic pressure to resist the in-situ pore pressures when drilling below the groundwater table, especially in coarser-grained, loose to medium dense sandy soils.
- Without the use of drilling fluids (mud or water), loose sands beneath groundwater can heave during drilling resulting in unrepresentative/disturbed sampling and/or caving of the borehole.
- Although the HSA method is generally more cost effective as compared to rotary wash, the HSA method typically does not introduce fluid (mud or water) during drilling and would result in disturbed sampling.
- The smaller diameter rotary wash boring (5-inch diameter) will result in less spoils and lower costs for off-site disposal as compared to HSA borings (8-inch diameter).

The borings will be performed to the target depths, unless practical refusal is encountered. The borings will be logged in the field by Consultant representative. Relatively undisturbed (drive and tube) and disturbed (SPT and bulk) samples of representative soil layers will be obtained at depth intervals of approximately two (2) to three (3) feet in the upper 20 feet and three (3) to five (5) feet, thereafter. At the completion of the borings, Consultant will measure the depth to static ground water level at each location prior to backfilling the boreholes with grout and patching the ground surface with quick-set grout as needed. The soil cuttings and drilling mud mixture will be drummed for disposal.

The drums will need to be temporarily stored on-site until analytical testing can be completed and the drums picked up for off-site disposal. Consultant anticipates that approximately eight (8) drums may be needed to store the drill cuttings and mud for the currently proposed scope. The estimated cost presented herein includes conducting the analytical testing and disposal of the drums. A representative of the property owner will need to sign the manifest prior to transporting the drummed materials offsite. The client should also provide the Team with an approved on-site storage location for the drums to be placed prior to their eventual removal off-site.

Geotechnical Laboratory Testing

GPI will perform laboratory testing on samples obtained during field investigations. At the request by the Project Geotechnical Coordinator and the GEOR, the Consultant laboratory testing program will be aimed at valuating the index and shear strength properties of the soils. Based on the proposed testing scope provided, Consultant has considered the following types of tests:

- In-place Moisture and Density: 50
- Undrained-Unconsolidated (UU) Triaxial Shear Tests 4
- Fines Content 9
- Grain Size Analyses 3
- Atterberg Limits 6
- Torvane Shear Tests 12

GPI will provide draft copies of the boring logs and Consultant's proposed laboratory testing program to the Project Geotechnical Coordinator for review prior testing. With the exception of the UU triaxial tests, the recommended laboratory testing scope can be performed by GPI in their in-house laboratory. Tube samples will be sent to an outside testing facility to perform the UU triaxial tests.

Data Report

The results of the field exploration and laboratory testing will be presented in an appropriately illustrated data report. The report will contain a brief project and site description plus a site plan showing the locations of Consultant field explorations, logs of the field explorations, and laboratory test results by GPI and others.

Task 2 – Pile Testing and Bathymetric Survey Confirmation

Structural integrity of the existing timber seawall piles is crucial to the success of the waler tie-back repair method. As such, Tetra Tech proposes to perform an in-situ inspection on two (2) select piles. This inspection will be conducted in the "wet" by hand excavating a trench in front of the seawall to access a timber existing pile. The pile will be inspected, measured and core drilled to determine condition. The results of this inspection will allow Consultant Team to better determine the structural capacity of the existing seawall systems.

The elevation of the slope adjacent to the seawalls is critical to the accuracy of modeling and structural support of the existing wall. Tetra Tech proposed to conduct cursory surveys to determine typical depths of the channel, slope angle and elevation next to the seawall. The results will be compared to the design plans will further inform and support the geotechnical and structural analysis.

Task 3 – Seismic Vulnerability Study

EMI will utilize the data developed in Task 1 to prepare a seismic vulnerability study. The following will be performed for seismic vulnerability study:

- Review as-built drawings of the retaining walls.
- Review available geotechnical reports.
- Review site-specific soil boring data.
- Interpret field and laboratory results to develop idealized soil profiles and strength parameters for analyses of two cross-sections (one each for Boise and Zurn walls).
- Determine code-based ground motion parameters using the USGS website.

- Evaluate liquefaction potential, reduction in shear strengths, and seismically-induced settlement during earthquake.
- Perform global slope stability evaluation without and with pinning effects of existing piles using simplified evaluations and estimate lateral movements.
- Estimate seismic earth pressures on walls for structural evaluation.
- The above evaluations will be performed using the Zurn wall foundation configuration. If favorable results are obtained, limited analysis will also be performed for the Boise wall foundation configuration.
- Prepare a preliminary geotechnical memorandum (draft and final) to document results of the preliminary analysis and recommendations.

Task 4 – Structural Design of Waler Tie-Back Panel

The structural details of the waler tie-back design will be a major cost component of construction. In an effort to further investigate the structural design and to better estimate construction costs, Tetra Tech proposes to further develop the design the following components: a) tie-back anchor, b)anchor/waler connection, c) panel design and d) panel/footing design.

RATES AND COSTS EXHIBIT SUPPLEMENTAL 2

Cost – Tetra Tech will complete the Scope of Work above for lump sum price of $121,319. Consultant will not charge for any additional services beyond the cost listed above without the mutual written consent, in an amendment, of both parties.

SCHEDULE OF SERVICES EXHIBIT SUPPLEMENTAL 2

Schedule – Tetra Tech will complete the tasks as follows:

Task 1 – Geotechnical Investigation and Laboratory Analysis – eight (8) weeks from Notice to Proceed
Task 2 – Pile Testing and Bathymetric Survey Confirmation - eight (8) weeks from Notice to Proceed
Task 3 – Seismic Vulnerability Study – eight (8) weeks from completion of Task 1
Task 4 – Structural Design of Waler Tie-Back Panel – four (4) weeks from completion of Task 3

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: March 15, 2019

(2) Consultant: Tetra Tech, Inc.

(3) Services: Seawall repair feasibility study and construction documentation for 3900-3966 West Hemlock Street

(4) Schedule of Services: The services must be completed within 365 calendar days of the Agreement Start Date listed above.

(5) Agreement Ending Date: March 14, 2020

(6) Total Agreement Amount: $142,114

(7) City's Project Manager: Tatiana Arnaout

(8) Consultant's Project Manager: Rafael Holcombe

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
249 E Ocean Blvd., #325 Long Beach, CA 90802 Attn: Rafael Holcombe, P.E.	305 West Third Street Oxnard, CA 93030 Attn: Tatiana Arnaout, Senior Civil Engineer

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
rafael.holcombe@tetratech.com	tatiana.arnaout@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Schedule of Services Exhibit
☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

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

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language,

physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

41. Consequential Damages Waiver: Except as otherwise provided in this Agreement, and excluding losses covered by Insurance required by this Agreement in no event will either party be liable under any circumstances to the other party for special, indirect, punitive, incidental, exemplary or consequential damages or losses, including lost profits, loss of business opportunity or other similar damages resulting from or arising out of this Agreement, by statute, in Tort or Contract, under any indemnity provision or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

3/14/2019
Date

☑ Alexander Nguyen, City Manager

Tetra Tech, Inc.

3/8/19
Date

~~Dan Batrack, President and CEO~~
Preston Hopson, Sr. VP., General Counsel and Secretary

3/8/19
Date

~~Eddy Huang, Vice President~~
David Liu, PhD., Senior Vice President

ATTEST:

NA
Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:

3/13/19
Date

Stephen M. Fischer, City

8

SCOPE OF SERVICES EXHIBIT

1.0 The Consultant shall provide the City with a detailed report of a design for the repair of the Mandalay Seawall, located at 3900-3966 West Hemlock Street, Oxnard to include a feasibility analyses which must include value engineering and the effort required to complete the construction documentation.

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

a) Provide a detailed work plan and project schedule using Microsoft Project for each phase;
b) Prepare and distribute meeting minutes for every meeting including conference calls;
c) Schedule meetings as necessary during review;
d) Prepare a final report which will include the findings of the feasibility study regarding the proposed steel sheet pile system including engineer's cost estimates for the proposed repairs; and
e) Prepare Construction Documents and obtain all necessary permits and environmental clearance.

1.2 Phase 1 – Concept study to determine the best option available to repair the seawalls.

a) The Consultant shall conduct a Phase 1 initiation conference with the City of Oxnard and the Consultant's design engineer to discuss and confirm the project approach.
b) The Consultant will provide engineering services to the City of Oxnard to determine what options are available for repairing the existing Zurn and Boise type seawalls in Mandalay Bay is a viable solution.
c) The deliverable for Phase 1 will be a final report which identifies the best design option including an engineer's estimate of the cost for the proposed repairs for each wall type.
d) Additionally, the Consultant will provide a value engineering review throughout Phase 1. The purpose of this review is to evaluate preliminary study findings to determine whether the City's functional objectives can be met more cost effectively through a different design approach. A value engineering review and the investigation of the details of the various infrastructure/building systems can help identify design problems.
e) A formal report will be prepared and submitted to the City of Oxnard. Specifically, the review includes:

    i. The identification of the best functional balance between cost, reliability, and performance of the project, while meeting the objectives of the City;
    ii. The evaluation of infrastructure/building details for practicality and efficiency of design.

1.3 Phase 2 – Construction Documentation.

a) The Consultant will conduct a Phase 2 initiation conference with the City of Oxnard, and the Consultant's design engineer to discuss and confirm the project approach.
b) The Consultant will provide engineering services to the City of Oxnard to finalize the Phase 1 design concept, produce seawall repair system specifications, and determine installation methodologies.
c) The Consultant will prepare and provide Plans and Specifications as necessary. The design concepts from Phase 1 will be modified as necessary to comply with regulatory permit conditions and to obtain City of Oxnard acceptance prior to incorporation into the final Construction Documents.
d) The Drawings, Shop Drawings and/or Specifications will address structural, civil, geotechnical, and any other disciplines necessary for the design and installation of the steel sheet pile system.
e) A portion of the construction of this project may be federally funded; therefore a document demonstrating compliance with NEPA may be required and should be included in the scope of work.
f) Additionally, the Consultant will provide a constructability review during the 60% design phase of the project utilizing both engineers and construction personnel.
g) The purpose of this review is to evaluate existing drawings and preliminary construction specifications, to determine whether proposed project details will create construction problems in the field and to determine whether the City's functional objectives can be met more cost effectively through a different construction approach. A constructability review and investigation of the details of the various infrastructure/building systems can help prevent major delays and expenses due to faulty construction sequencing, incomplete purchasing procedures, and design problems.

h) A formal report will be prepared and submitted to the City of Oxnard. Specifically, the review includes:
   i. The identification of the best functional balance between cost, reliability, and performance of the project, while meeting the objectives of the City;
   ii. The evaluation of specific infrastructure/building details for practicality and efficiency of design;
   iii. The technical review of details and infrastructure/building systems to clarify the sequence of construction and the impact of design tolerances.

1.4 Time Schedule.

a) The Consultant is to complete Phase 1 within three (3) months of acceptance.
b) Phase 2 is to be completed within six (6) months after Phase 1 is completed.
c) The Consultant will prepare and submit copies of the draft drawings and technical specifications for City of Oxnard review and comment at the 30%, 60% and 90% completion levels.

RATES AND COSTS EXHIBIT

1.0 Method of Payment.

City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager thirty (30) days after receipt of the invoice. The invoice shall identify the Services by project as specified by Manager. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. Travel and any associated operational costs are inclusive of the fees below. The appropriate City representative must approve the invoice.

Phase Number	Phase Name	Not to Exceed Amount
1	Concept study to determine the best option available to repair the seawalls	$19,998
2	Construction Documentation for 3900-3966 West Hemlock Street	$122,116

SCHEDULE OF SERVICES EXHIBIT

1.0 Time Schedule.

a) The Consultant is to complete Phase 1 within three (3) months of acceptance.

b) Phase 2 is to be completed within six (6) months after Phase 1 is completed.

c) The Consultant will prepare and submit copies of the draft drawings and technical specifications for City of Oxnard review and comment at the 30%, 60% and 90% completion levels.

INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@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, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD **Attn: Insurance Compliance** **Reference No._____** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	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

15

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

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

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

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
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: _____

16

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
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 _____

Secretary of State ALEX PADILLA

HOME | SITE SEARCH | CONTACT US

SECRETARY OF STATE | ELECTIONS & VOTER INFO | CAMPAIGN FINANCE | CALIFORNIA BUSINESS PORTAL | ARCHIVES & MUSEUM | OTHER SERVICES

Results Detail

Last statement filed on: 1/24/2019

Corporation		
TETRA TECH, INC.		
Number: C1609644	**Incorporation Date:**3/21/1988	**Status:**Active
Jurisdiction: DELAWARE	**Type:** Foreign Stock	
Address		
3475 E FOOTHILL BLVD,		
PASADENA, CA 91107		
Agent For Service Of Process		
C T CORPORATION SYSTEM		
818 WEST SEVENTH ST STE 930,		
LOS ANGELES, CA 90017		

Please review this information to determine if you have located the correct corporation. The corporation is not yet due to file the required statement; therefore, this filing must be filed either by mail or at our public counter in Sacramento. Refer to Statement of Information for the forms and instructions.

Search Results | New Search

F

State of California
Secretary of State

Statement of Information
(Foreign Corporation)
FEES (Filing and Disclosure): $25.00.
If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G343995

FILED

In the office of the Secretary of State of the State of California

JAN-24 2019

1. **CORPORATE NAME**
TETRA TECH, INC.

2. **CALIFORNIA CORPORATE NUMBER** C1609644

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. **If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**
☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed **to Item 13.**

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 3475 E FOOTHILL BLVD, PASADENA, CA 91107			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 3475 E FOOTHILL BLVD, PASADENA, CA 91107			
6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ DAN L BATRACK	3475 E FOOTHILL BLVD, PASADENA, CA 91107			
8. SECRETARY PRESTON HOPSON	3475 E FOOTHILL BLVD, PASADENA, CA 91107			
9. CHIEF FINANCIAL OFFICER/ STEVEN M BURDICK	3475 E FOOTHILL BLVD, PASADENA, CA 91107			

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

10. NAME OF AGENT FOR SERVICE OF PROCESS
C T CORPORATION SYSTEM

11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL** CITY STATE ZIP CODE

Type of Business

12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
CONSULTING/ENGINEERING SERVICE

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

01/24/2019	PRESTON HOPSON	SR VP, GENERAL COUNSEL AND SECRETARY	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

SI-350 (REV 01/2013) APPROVED BY SECRETARY OF STATE

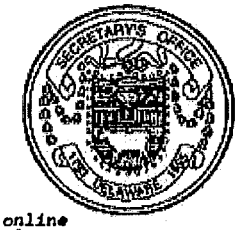
Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TETRA TECH, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF JUNE, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.



Jeffrey W. Bullock, Secretary of State

2151089 8300

100627085

AUTHENTICATION: 8033978

DATE: 06-03-10

You may verify this certificate online at corp.delaware.gov/authver.shtml

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the agreement for professional services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of Nov., 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Tetra Tech, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on March 15, 2019 by City and Consultant.

City and Consultant agree as follows:

1. The Schedule of Services in Section (4) of the Cover Page of the Agreement is hereby amended to: "Refer to Scope of Services Exhibit, Scope of Services Exhibit Supplemental, Schedule of Services Exhibit and Schedule of Services Exhibit Supplemental."

2. In Section (5) of the Cover Page of the Agreement, the Agreement Ending Date is hereby amended to: "March 14, 2021."

3. In Section (6) of the Cover Page of the Agreement, the Total Agreement Amount is hereby amended to: "$175,482."

4. The following is attached hereto and incorporated herein by this reference into the Agreement: Scope of Services Exhibit Supplemental, Rates and Cost Exhibit Supplemental and Schedule of Services Exhibit Supplemental.

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

11/19/2019

☐ Tim Flynn, Mayor[1] Date
■ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

TETRA TECH, INC.

11/7/19

Preston Hopson, Date
Sr. VP., General Counsel
and Secretary[2]

11-07-19

David Liu, Date
Senior Vice President

APPROVED AS TO FORM:

11-5-19

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

---

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES SUPPLEMENTAL

Site Survey – A two-man crew comprised of Engineers from Consultant familiar with the project will conduct a visual survey via boat, verify and document existing conditions of all nearly seven (7) miles of seawall. Consultant will conduct survey over two (2) days, timed with low tide to allow for maximum viewable area. Consultant will select locations with severe corrosion to conduct hammer soundings to determine the presence and severity of corrosion. Consultant will provide recorded Video and Photo documentation of the survey.

Seawall Repairs Site Map – Consultant will utilize the information recorded during the Site Survey to prepare a site map of the approximately 7 miles of seawall in Mandalay Bay that indicates the recommended repairs as outlined in the Mandalay Bay Seawall Repair Feasibility Study Report. Consultant will include this map as an Appendix to the Mandalay Bay Seawall Repair Feasibility Study Report.

Engineering – Consultant will perform the following sub task to augment the information to be provided in the Mandalay Bay Seawall Repair Feasibility Study Report. These efforts will inform a more accurate account of the costs for seawall replacement and slope stability measures.

a) Analysis of the physical limitations and constructability imposed by each recommended repair/replacement method.

b) Geotechnical recommendations to provide more detailed analysis of the rock revetment repair method and anticipated driving conditions of sheet piles and H-piles.

c) Structural Analysis –an analysis of the Cantilevered Sheet Pile Option to provide preliminary design guidelines for tip elevation. This work will facilitate a more accurate repair cost estimate.

RATES AND COSTS EXHIBIT SUPPLEMENTAL

Cost – Tetra Tech will complete the Scope of Work above for lump sum price of $33,368. Consultant will not charge for any additional services beyond the cost listed above without the mutual written consent, in an amendment, of both parties.

SCHEDULE OF SERVICES EXHIBIT SUPPLEMENTAL

Schedule – Tetra Tech will conduct the visual inspection in mid-November 2019 at dates and times when tides are at their lowest. The written report and seawalls repair map can be completed three (3) weeks after the completion of the field inspection.

Second Amendment to Agreement 8554-19-PW with TetraTech, Inc. for Geotechnical Investigation and Seismic Analysis

Public Works and Transportation Committee
September 8, 2020

Tatiana Arnaout
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

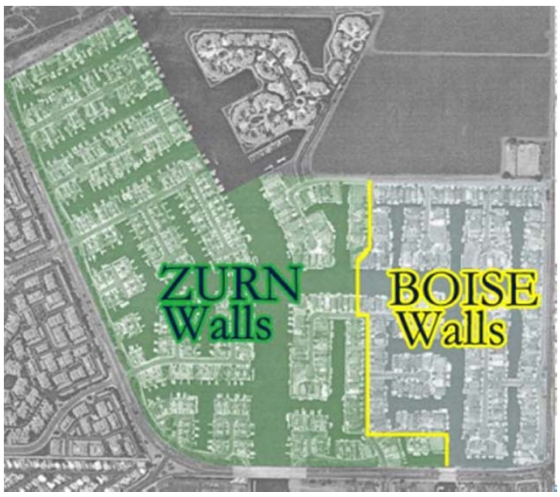
That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8554-19-PW with TetraTech, Inc. for geotechnical investigation and seismic analysis of seawalls in the amount of $121,319 for a new not to exceed contract amount of $296,801 and to extend the term from March 14, 2021 to March 14, 2022.

BACKGROUND

- Between 1968 and 1973, the City approved development of 743 attached and detached single family homes and 37 greenbelts to create the Mandalay Bay community
- The developer installed reinforced concrete Boise and Zurn style seawalls to create lots for residential development

BACKGROUND

- Boise and Zurn seawalls constructed according to 1960s Building Code standards
- Within the first 20 years, the City began to see degradation in both types of walls due to the concrete's adverse reaction to the marine environment



BACKGROUND

Over the past 30+ years, hundreds of repairs have been made to the seawalls including removal of degraded concrete, weep hole repairs and concrete jacketing of pilasters

BACKGROUND

- December 2017, TranSystems completed the *Mandalay Bay Seawalls Capital Improvement Program: Phase C* which included survey and recommendation of repair to weep holes, pilasters and walls
- Early 2018, Public Works reviewed the accumulation of TranSystems documents and determined a value engineering process was warranted to provide cost/benefit options for seawall replacement
- October 2018, the City released a Request for Proposal (RFP) for Mandalay Bay Repair Feasibility Study and Phase 2 Construction documents for 3900-3966 West Hemlock Street

BACKGROUND

- March 2019, TetraTech, Inc. (TetraTech) began studying the Mandalay Bay seawalls and a draft of the Mandalay Bay Seawalls Repair Conceptual Study and Feasibility Analysis was furnished to the City in July 2019
    - City requested additional analysis of the seawalls to observe the level of deterioration of the seawalls and comparing the observations to the TranSystems reports
- On November 19, 2019, the City Manager approved the First Amendment to the Agreement for the additional analysis
    - Part of their analysis required observing the walls at the annual low tide which was a critical piece of the data necessary to accurately analyze the deterioration of the seawalls

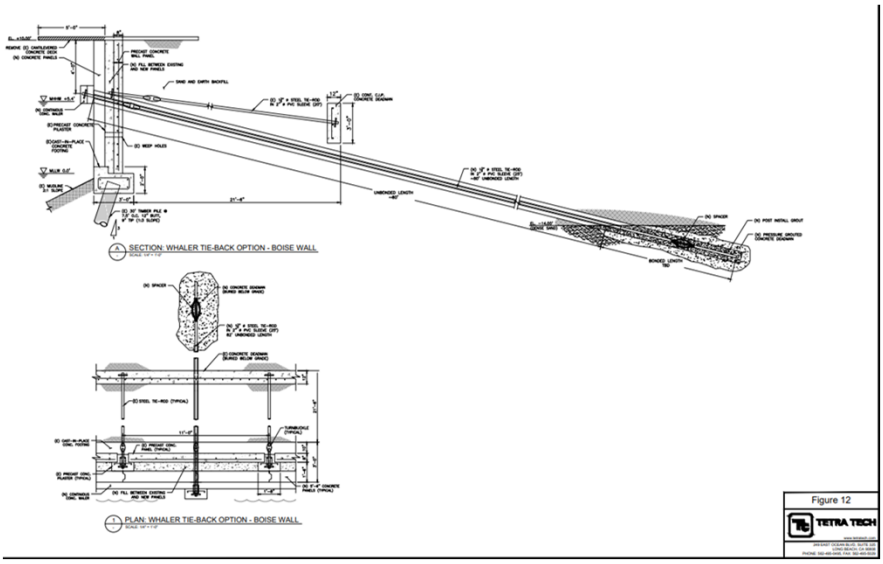
BACKGROUND

Based on the analysis of the walls, TetraTech recommended two options; installation of panels and tie-backs, or cantilever sheet piles:

- Tie-back option would consist of installing a new panel in front of the existing wall, filling the space between the two walls, and installing tie-backs that extend down into the competent, non-liquefiable soils.
- Cantilever sheet pile would consist of installing new sheet pile in front of the existing wall using a press-in method (which causes less vibration and noise) and filling the gap between the two walls.

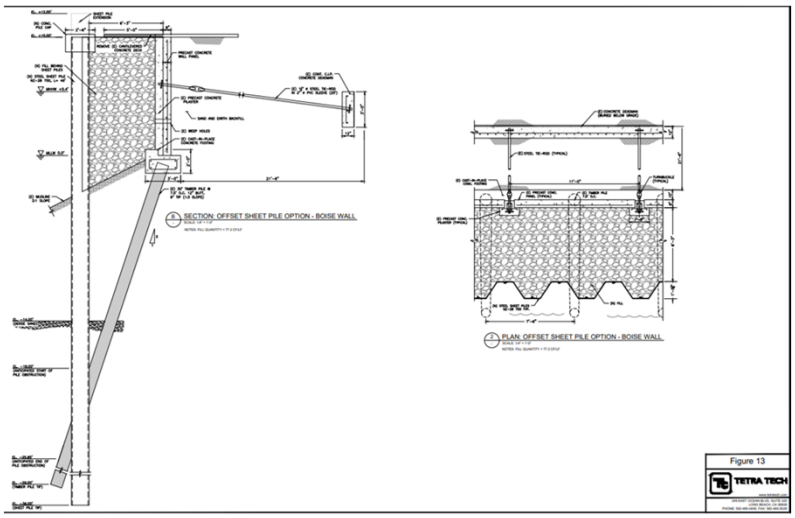
BACKGROUND

Tieback



BACKGROUND

Cantilever Sheet Pile



DISCUSSION

- It was determined that the tie-back method was the best solution for Mandalay Bay to ensure the greatest area of navigable waters in the smaller back basins of the waterways.
- The new seawalls would be constructed to withstand seismic activity and adhere to current California Building Code standards
- In order for the tie-back method to be confirmed as a feasible option, additional geotechnical investigation is required, including:
    - Analysis of the effects of liquefaction; and
    - Potential lateral spreading behind the existing seawalls.

DISCUSSION

- This Second Amendment to the TetraTech agreement will allow the consultant to confirm feasibility of the tie-back method prior to initiating the Phase 2 of the original contract which consists of the plans, specifications, and estimates for the repairs of the seawalls along Hemlock Street. Scope includes:
    - Geotechnical field exploration;
    - Drilling exploratory borings across the site to depths of 40 to 50 feet below the ground surface;
    - Geotechnical laboratory testing of the boring samples;
    - Inspection of existing piles to determine current condition;
    - Completion of the seismic vulnerability study of the existing seawalls; and
    - Development of the structural design details of the tie-back panel.

FINANCIAL IMPACT

- Total cost of Second Amendment with TetraTech is an additional $121,319 and extends through March 14, 2022.
- With the approval of the HMGP grant recognition and appropriation for $132,562.50 in grant funds from the FEMA grant staff report in the Council agenda for October 6, 2020, there will be sufficient budget in Project No. 191601 for this amendment.

Questions

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: September 8, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Agreement for Citywide Street Sweeping Service. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8230 with Venco Power Sweeping, Inc. in the amount not to exceed $1,800,000 for a three-year term ending September 30, 2023 for street sweeping services for citywide streets, alleyways, parking lots and City facilities.

BACKGROUND

The City contracts sweeping services for residential streets, alleyways, arterial streets, public parking lots and various City facilities. The City is responsible for the sweeping maintenance of approximately 21,126 curb miles annually within the community, Table 1. Adequate sweeping must occur at various intervals to clean up the streets following refuse collection and to maintain compliance with permit requirements for storm water discharge from the National Pollutant Discharge Elimination System (NPDES) issued by the State Water Resources Control Board and also to maintain and enhance the City's appearance. Currently, sweeping services are fulfilled by Venco Power Sweeping, Inc. (Venco).

TABLE 1

City of Oxnard Sweeping Agreement	Annual Number of Sweeps	Total Curb Miles Per Sweep	Total Curb Miles Per Month	Total Annual Curb Miles
Residential/Restricted - Bi-Weekly	24	590	1,180	14,160
Less: No Residential/Restricted Sweeping Holiday Weeks	10 Holiday Weeks		(295)	(2,950)
Alleyway – 5th week of Every Month & Holiday Weeks When Residential Sweeping is Suspended	15	~140	140	2,100

Arterial – Bi-Weekly	24	309	618	7,416
Downtown – Weekly	52	7.7	30.8	400.4
Total Annual Curb Miles				**21,126.4**

On April 1, 2020, the City's Purchasing Division conducted a formal solicitation for sweeping services citywide for streets, alleyways, parking lots, and City facilities (Bid Number PW20-66). Information regarding the solicitation was posted on the City's website, in addition to www.publicpurchase.com, a website where solicitations are publicly posted. The City received two (2) qualified bid responses prior to the deadline of May 13, 2020. Venco was selected as the lowest responsible bid, Table 2.

TABLE 2

		VENCO POWER SWEEPING, INC. (RANK: #1)		CLEAN STREET SWEEPING INC. (RANK: #2)	
Description	Total Monthly Curb Miles	Rate Per Curb Mile	Monthly Total Not To Exceed	Rate Per Curb Mile	Monthly Total Not To Exceed
Residential Bi-weekly	1,180	$28.00	$33,040.00	$23.75	$28,025.00
Less Holiday Weeks (no residential sweeping)	295	$28.00	($8,260.00)	$23.75	($7,006.25)
Alleyways - Monthly	140	$28.00	$3,920.00	$27.00	$3,780.00
Arterial Streets Bi-weekly	618	$21.00	$12,978.00	$22.50	$13,905.00
Downtown - Weekly	30.8	$21.00	$646.80	$24.00	$739.20
Number of Weekly Swept Parking Lots	33	-	$2,000	-	$4,472.00
Number of Monthly Swept Parking Lots	30	-	$750.00	-	$1,765.00
Daily Sweeping of Del Norte Facility	-	-	$2,000.00	-	$1,677.00
Daily Sweeping of Surface Streets Surrounding Del Norte Facility	-	-	$1,000.00	-	$2,064.00
MONTHLY FEE NOT TO EXCEED		**$48,074.80**		**$49,420.95**	
Other:		Regular Business Hour Rate	After-Hours/Holiday/Weekend Rate	Regular Business Hour Rate	After-Hours/ Holiday/Weekend Rate
Hourly Rate for On-Call Sweeping		$110	$125	$120	$150

DISCUSSION

Under Agreement A-8230, Venco will provide citywide sweeping services as required by the City's NPDES permit. This includes bi-weekly sweeping of residential streets, weekly sweeping of downtown streets, bi-weekly sweeping of arterial streets, monthly sweeping of alleyways and weekly or monthly sweeping of public parking areas and City facilities. Sweeping is an effective method of preventing trash, plant debris and sediment from entering the City's storm drain system. Sweeping days are generally the next business day after the refuse collection schedule.

Venco will also be responsible for on-call emergency sweeping needs, such as spills caused by roadway collisions and accidents, and will also provide street sweeping re-mapping and re-routing services when requested by City staff. The hourly rates for these on-call services are $110 during regular business hours and $125 for after hours, weekends and holidays.

Interruptions to sweeping services are expected, particularly during the rainy season and for other emergency situations, such as the existing COVID-19 pandemic. The City does not pay the vendor for days that services are interrupted.

As the lowest responsible bidder, the City's Public Works Department recommends that Agreement A-8230 be awarded to Venco. Venco meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Furthermore, they have continued to perform effective, dependable and safe sweeping services for Oxnard.

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.

FINANCIAL IMPACT

The total cost for this Agreement with Venco is $1,800,000 for a term of three (3) years. There is sufficient funding available of $450,000 in the FY 2020-21 Budget as listed in the following table. This amount is a prorated annual amount to include costs from October 2020 through June 2021. The remaining agreement balance will be requested in subsequent fiscal years.

Program – Fund	**Account Number**	**FY 2020-21 Spending Plan**
Street Maintenance – State Gas Tax Fund	181-3103-803.82-09	$152,663
Environmental Resources Operating Fund	631-6301-842.82-09	$262,500
Oxnard Transportation Center – Transportation Development Act Fund	213-3110-803.82-09	$1,500
Water Operating Fund	601-6010-842.82-09	$1,350
Wastewater Treatment Operating Fund	621-6202-842.82-09	$1,875
Facilities Maintenance Fund	735-7401-852.82-09	$7,800
Other Public Works Programs	Other divisions with available budget(s)	$22,312
TOTAL		**$450,000**

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. Agreement A-8230 - Venco Power Sweeping
2. Bid PW 20-66 Tabulation Sheet
3. Venco Power Sweeping Bid Response
4. Venco Power Sweeping Presentation

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: October 6, 2020

(2) Vendor: Venco Power Sweeping, Inc.

(3) Services: Citywide streets, alleyways, parking lots, and parking structure sweeping.

(4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein.

(5) Agreement Ending Date: September 30, 2023

(6) Total Agreement Amount: $1,800,000

(7) City's Project Manager: Todd Vasquez-Housley, Environmental Resources Division Manager

(8) Vendor's Project Manager: Todd Barrett, General Manager

(9) Insurance Coverage: INS-D

(10) What wages are required for this Project?

☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:	*FOR CITY:*
2400 Eastman Avenue Oxnard, CA 93030 Attn: Todd Barrett, General Manager	111 S. Del Norte Boulevard Oxnard, CA 93030 Attn: Todd Vasquez-Housley, Environmental Resources Division Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
tbarrett@vencosweep.com	toddvhousley@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Schedule of Services Exhibit
☒ Living Wage Policy Exhibit
☐ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

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

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

i) All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

ii) Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional

cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

iii) Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

iv) Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

v) This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor 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 Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. 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. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such

employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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.

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.

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.

If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq*., the Project is a "public work." The Vendor 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 Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

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

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant,

or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Wilhitte, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

VENCO

Bill Barrett, President[2] Date

Todd Barret, General Manager Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

1.0 Curb Mileage

The Agreement curb mileage is calculated based on City's Geographical Information System data. City currently has approximately 21,126.4 curb miles swept annually. The chart below identifies the current curb mile types and frequencies swept. See Scope of Services Exhibit Attachment No. 1 for a general map of the street categories listed below. See Scope of Services Exhibit Attachment No. 2 for a detailed map of City medians.

City of Oxnard Street Sweeping Agreement	Annual Number of Sweeps	Total Curb Miles Per Sweep	Total Curb Miles Per Month	Total Annual Curb Miles
Residential/Restricted - Bi-Weekly	24	590	1,180	14,160
Less: No Residential/Restricted Sweeping Holiday Weeks	10 Holiday Weeks		(295)	(2,950)
Alleyway – 5th week of Every Month & Holiday Weeks When Residential Sweeping is Suspended	15	~140	140	2,100
Arterial – Bi-Weekly	24	309	618	7,416
Downtown – Weekly	52	7.7	30.8	400.4
Total Annual Curb Miles				21,126.4

2.0 Residential/Restricted Streets

The residential streets in City are converted to four routes following the weekly solid waste collection routes and alternating sides of the street with no residential street sweeping on a week with a City observed holiday (see Section 9 for observed holidays). Street sweeping will take place within the areas designated by the established four routes. Vendor is required to meet all posted times for sweeping. Under the direction of the City's Project Manager, Vendor shall be responsible for the supervision of the restricted parking program, coordinate the Police Department cadets for City's enforcement times for sweeping the restricted areas, and communicate directly with the public in regards to all aspects of the program. Vendor's personnel shall be fully versed in all aspects of coordinating a street sweeping restricted parking program. All aspects of the program shalle be supervised in the field. Under the direction of the City's Project Manager, Vendor shall coordinate street sweeping and enforcement with the Police Department, Public Works Department, and Vendor's staff. Vendor shall have adequate personnel and equipment available to meet the posted times in all restricted parking areas within City. In the event Vendor's supervisor determines a posted restricted time window will not be met, additional equipment shall be dispatched immediately to adhere to the posted times. Vendor will be penalized $100.00 for any sweeping route that is not swept during the posted time, except due to a City observed holiday or hazardous conditions as described in Sections 7, 8, 9, and 16. Missing the posted time window in restricted parking areas three times in any thirty-day period shall be grounds for termination of this Agreement.

3.0 Arterial Streets

Arterial streets within the City consist of approximately 309 curb miles. Vendor shall be responsible for adhering to the time restrictions stipulated in Section 9. Arterial streets are to be swept twice per month on a bi-weekly schedule. Vendor shall provide a professional digitally rendered map displaying the proposed arterial street sweeping routes and schedule to City's Project Manager. Arterial sweeping routes must be mutually agreed upon by Vendor and City's Project Manager prior to commencing arterial street sweeping. Subsequent arterial sweeping route changes and modifications must be approved and mutually agreed upon by Vendor and City's Project Manager.

4.0 Alleyways

Alleyways within the City consist of approximately 140 curb miles. Alleyways are to be swept once per month during the 5th week of every month and on holiday weeks, when Residential sweeping is suspended. Prior to the start of a new calendar year, Vendor and City's Project Manager shall create a mutually agreed upon alleyway sweeping calendar which will be made available for public distribution. Vendor shall also provide a professional digitally rendered map displaying the proposed alleyway street sweeping routes to City's Project Manager. Alleyway sweeping routes must be mutually agreed upon by Vendor and City's Project Manager prior to commencing alleyway street sweeping. Subsequent alleyway route changes and modifications must be approved and mutually agreed upon by Vendor and City's Project Manager.

5.0 Downtown

The City Downtown area consists of approximately 7.7 curb miles (see Scope of Services Exhibit Attachment No. 1 and Scope of Services Exhibit Attachment No. 2). Downtown area is to be swept weekly during the weekend (Friday, Saturday, or Sunday), according to the time restrictions listed in Section 9.

6.0 Routing

Scope of Services Exhibit Attachment No. 1 provides a map of the City's street sweeping routes by category. Scope of Services Exhibit Attachment No. 2 provides a map of the City's medians by category. A map delineating the established four residential/restricted sweeping routes, which follow the current residential waste collection routes, can be found in the Schedule of Services Exhibit Attachment No. 1. When requested, Vendor shall provide complete and comprehensive street sweeping routing services as a part of the Agreement. This service shall include comprehensive planning for and routing of all existing and future of street sweeping routes, and all added curb miles as a result of new development. Vendor shall provide comprehensive professional digitally-rendered color-coded maps of new routes indicating the posted streets, the restricted time window for each side of the street and the route starting point. City's Project manager shall approve all street sweeping rerouting prior to a change in routing. Sweeping routes will in all cases follow the day after the solid waste collection schedule. City reserves the right to limit the number of curb miles projected per route in residential restricted and non-restricted parking.

7.0 Sweeping Method

Sweeping will normally require one pass over an area with the left and/or right gutter brooms, and pickup broom or pickup head in contact with the surface being swept at all times. A minimum width of eight feet shall be cleaned with each pass of the sweeper as measured from curb face to the centerline of the street. Where debris or other conditions warrant, Vendor will make additional passes so as to clean the entire street at no additional cost to City. Cross gutters, tum pockets, painted medians, median "bull noses" and intersections are considered part of the curb mileage and are to be swept along with the curb line on each sweeping route (see Scope of Services Exhibit Attachment No. 1 and Scope of Services Exhibit Attachment No. 2). The downtown sweeping route has parking areas that are inaccessible to the street sweeper due to landscape planters. These corners are to be cleaned by hand during the weekly sweeping operation. Sweeping speeds will be maintained to thoroughly clean the streets as conditions warrant. At no time shall the sweeping speed exceed six miles per hour. Adequate water shall be used at all times to maximize dust control.

Where obstructions impede the sweeping operation (such as rocks, palm fronds, and other objects that can be handled by the sweeper operator and/or field supervisor), Vendor shall remove these items by hand rather than driving around these items. Items that are too large to be manually put into the sweeper's hopper, such as discarded furniture or other large bulky items or items that obstruct the sweeping route such as tree branches or basketball hoops, must be reported immediately to the City's Project Manager and documented on the daily obstruction report for removal by City (see section 17.2 and 17.3). Vendor is not required to sweep "unsweepable" debris. The City's Project Manager shall determine if an "unsweepable" condition exists.

In areas where drainage is a problem, Vendor shall make as many passes as necessary to remove debris from standing water. In addition, all sand, dirt, rocks, gravel, vegetation, and other sweepable debris shall be removed from the street as a result of the sweeping operation.

8.0 Weather and Hazardous Conditions

When inclement weather or hazardous conditions such as traffic accidents, flooding, demolition, construction, hazardous spills, natural catastrophes, or related incidents interrupt the regular street sweeping schedule, Vendor will not be paid for the curb miles not swept. Street sweeping operations shall resume as scheduled as soon as weather or conditions permit.

9.0 Sweeping Schedule

All curb miles for each street sweeping route will be swept per the established schedule as listed in the SCHEDULE OF SERVICES EXHIBIT.

Vendor shall have sufficient staff and equipment to meet all sweeping schedules. In the event of an emergency, Vendor shall have additional personnel and equipment to dispatch to the scene of the incident. Vendor shall not remove a sweeper from an established route to meet an emergency need. Rates charged for emergency/after hours sweeping will be at the rates quoted in the unit price schedule in the RATES AND COSTS EXHIBIT. In a week with a City observed holiday, Vendor shall not sweep residential streets on any day in that week, and respective curb miles shall not be billed to City. Vendor arterial, downtown, and parking lot route schedules shall be adjusted to accommodate the holiday.

The City observes the following holidays:
New Years Day (January 1st)
Martin Luther King Day (Third Monday in January)
Presidents Day (Third Monday in February)
Cesar Chavez Day (March 31st)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veterans Day (November 11th)
Thanksgiving Day (By Presidential proclamation, usually the fourth Thursday in November)
Christmas Day (December 25th)

10.0 Inspection

All work performed pursuant to this Agreement will be inspected by the City's Project Manager, which includes GPS monitoring. Streets not cleaned and left with sweepable debris such as sand, dirt, vegetation, sludge, and refuse shall be re-swept at no additional cost to City. In addition, should Vendor fail to sweep all the curb miles contained in any established sweeping route, Vendor shall be subject to a penalty of $100.00 per occurrence. Incomplete sweeping of established routes three times in any thirty-day period shall be grounds for termination of this Agreement.

11.0 Equipment

Vendor shall utilize the below listed equipment to meet the service requirements of Agreement:

a. 2016 Tymco 600 Regenerative Air Sweeper
b. 2016 Tymco 600 Regenerative Air Sweeper
c. 2016 Tymco 435 Regenarative Air Sweeper
d. 2016 Elgin Broom Bear Mechanical Broom Sweeper

Vendor shall have the necessary backup equipment ready and available so as to avoid service interruption. All backup equipment shall be equipped with Global Positioning System (GPS) tracking and reporting capabilities.

Sweeping equipment used to perform the work on this Agreement shall be no more than five years old. City shall not provide storage facilities for Vendor's equipment or operations gear. Vendor shall provide all necessary facilities for the storage of equipment, parts, supplies and equipment maintenance as is required to perform the services under this Agreement.

12.0 Debris Disposal

Debris disposal is the responsibility of Vendor. City's Wastewater Division shall pay the direct tonnage fees for debris collected by Vendor from residential, alleyways, downtown, arterials, industrial, and commercial areas, medians and parking lots that are swept by Vendor. Weigh tickets shall be mailed from the Del Norte Regional Recycling and Transfer Station (Del Norte Facility), located at 111 South Del Norte Boulevard in Oxnard to: City of Oxnard – Wastewater Division, 6001 Perkins Road, Oxnard, CA 93033.

For special on-call sweeping services that require roll-off containers for the disposal and containment of sweeping debris, the Vendor shall use roll-off containers provided by the City's Environmental Resources Division. Vendor shall contact the City's Environmental Resources Division for the order of, placement, removal, and empty of the roll-off container. The management of and the costs associated with the roll-off containers is the responsibility of Vendor. Rates for the use of roll-off conatiners are listed in the City Ordinance that establishes solid waste system user fees and charges. The Vendor can call the City Environmental Resources Division for further details of rates for roll-off containers. Arrangements for the daily roll-off container placement and pickup shall be made twenty-four hours in advance and roll-off containers shall not be permitted to remain overnight. Debris that accumulates around the roll-off container during the dumping operation shall be swept within two hours of the container being removed by City's Environmental Resources Division. No debris shall be placed into the roll-off container except that generated by the sweeping operations pursuant to this Agreement. Environmental Resources Division will mail weigh tickets associated with the street sweeping Agreement to City's Wastewater Division for reimbursement of street sweeping debris received by the Environmental Resources Division.

13.0 Water Usage

Water for all sweeping operations shall be the responsibility of Vendor. Arrangements for the cost, payment, and method of loading shall be coordinated with City's Water Division. Water shall be used during all sweeping operations to eliminate airborne dust. Vendor shall not discharge liquid waste from sweeper units onto City streets or into the storm drain system. Washing of sweepers on City property is strictly prohibited. Any and all washing of sweeper units shall take place at Vendor's facility.

14.0 Parking Lots

Parking lots swept will be thoroughly cleaned. Areas inaccessible to the sweeper shall be cleaned using either a vacuum or blower device. All debris shall be picked up by the sweeper unit and disposed of at City's expense, as described in Section 12.0. Sweeping shall include the removal of all sand, gravel, dirt, litter, vegetation and any and all other debris that accumulates between scheduled sweeping days. Sweeping shall take place at times when the parking lots are vacant. (See Scope of Services Exhibit Attachment No. 3)

15.0 Del Norte Regional Recycling and Transfer Station (Del Norte Facility) and Surrounding Streets

The site at the Del Norte Facility located at 111 South Del Norte Boulevard in Oxnard and the streets of Del Norte Boulevard and Sturgis Road that bound the Del Norte Facility shall be swept and thoroughly cleaned. Sweeping at the Del Norte Facility shall occur as established in the SCHEDULE OF SERVICES EXHIBIT. Areas to be swept include parking lots, loading docks, truck and trailer staging areas, scale areas, ingress areas, and all other vehicle traffic asphalt pavement surface areas at the facility site. Service frequency may be adjusted from time-to-time and special on-call spot sweeps shall be ordered by the City's Project Manager as needed.

Sweeping on Del Norte Boulevard from Sturgis Road to Fifth Street and on Sturgis Road from Del Norte Boulevard to Elevar Street shall occur as established in the SCHEDULE OF SERVICES EXHIBIT.

16.0 Heavy Sweeping Conditions

City has several areas that are adjacent to the beach. Sand accumulates in these areas that exceeds the capability of standard street sweeping equipment. When this condition occurs, Vendor shall make arrangements for the removal of the heavy accumulation of sand at a cost to the City. City will pay only for the cost of the heavy equipment used for sand removal. City's Project Manager must review and approve proposed cost and schedule of work, prior to the start of sand clean up. The charge to the City must be backed up by supporting documentation in the form of an itemized quote or price schedule. As an alternative, City may elect to remove the heavy accumulations of sand utilizing City personnel and equipment, at no penalty to Vendor. In any event, it is Vendor's responsibility to sweep all sand from the beach area streets within the established sweeping schedule.

Vendor shall have sufficient personnel and equipment available at all times to meet the demands of the beach area sweeping requirements.

Vendor, at no additional cost to City, shall supply personnel to place City-supplied temporary "No Parking" signs on all beach area streets, forty-eight hours prior to any heavy equipment sand removal operations. The City's Project Manager shall be the sole judge as to whether the conditions warrant additional heavy equipment for sand removal. Vendor is responsible for sweeping these beach areas from curb line to curb line, including intersections and cross gutters each scheduled sweeping day. Vendor is responsible for investigating the conditions in these beach areas and throughout City for street sweeping requirements that are not typical of normal residential and arterial street sweeping operations.

17.0 Required Reporting Schedule and Format

17.1 Monthly Reports Submitted with Vendor Invoice to City

Name of Vendor:_____ Date:_____
Address:_____ Invoice No.:_____
City/State/Zip: _____ Tax ID No.:_____
Phone:_____ Agreement No.:_____
Fax:_____ Service Month and Year:_____
Contact:_____ Vendor's Signature:_____

No.	Type of Service	Total monthly curb miles	Monthly curb miles missed	Total monthly curb miles completed	Rate per curb mile completed	Total monthly charge
1	Residential/Restricted Bi-Weekly	1,180			$	$
2	Arterial – Bi-Weekly	618			$	$
4	Downtown – Weekly	30.8			$	$
5	Alleyway – 5th week of Every Month & Holiday Weeks When Residential/Restricted Sweeping is Suspended	140			$	$
6	Monthly Charge:					$

Parking Lots

WEEKLY SERVICE				MONTHLY SERVICE			
Lot No.	Price Per Sweep	Number of Weeks Completed	Monthly Charge	Lot No.	Price Per Sweep	Completed Yes or No	Monthly Charge
4	$			1	$		
5	$			2	$		
19	$			6	$		
20	$			7	$		
21	$			8	$		
22	$			9	$		
23	$			10	$		
24	$			11	$		
25	$			12	$		
26	$			13	$		
27	$			14	$		
28	$			15	$		
29	$			16	$		
30	$			17	$		
31	$			18	$		
32	$			48	$		
33	$			49	$		
34	$			50	$		
35	$			51	$		

36	$			56	$		
37	$			58	$		
38	$			59	$		
39	$			60	$		
40	$			61	$		
41	$			62	$		
42	$			63	$		
43	$			64	$		
44	$			65	$		
44A	$			66	$		
45	$			67	$		
46				68	$		
46A				69	$		
47							
TOTAL CHARGE: $				TOTAL CHARGE: $			

Charge for roll-off container removal from arterials/designated locations:

Type of Container	Rate Per Removal	Number of Removals	Total Removal Charge
Removal of 13.4 cubic yard roll-off container			

Del Norte Facility

Frequency	Service Areas	Monthly Charge
Daily – Monday through Saturday List dates completed	parking lots, loading docks, truck and trailer staging, scales ingress areas, vehicle traffic asphalt pavement surface areas	

Del Norte Boulevard and Sturgis Road

Frequency	Service Areas	Monthly Charge
Daily – Monday through Saturday List dates completed	Del Norte Boulevard bounded by Fifth Street and Sturgis Road. Sturgis Road bounded by Del Norte Boulevard and Elevar Street	

17.2 Additional Monthly Reports Submitted with Vendor Invoice to City

Missing curb miles:_____

Identify route, location, date, and type of sweeping service:

_____

_____

_____

_____

Circle cause of missed curb miles:
a. Holiday week – specify holiday
b. Hazardous weather and/or conditions – specify date and condition
c. Street sweeping obstruction
d. Down equipment – specify equipment
e. Other: _____

Total monthly debris tonnage delivered by Vendor to Del Norte Regional Recycling & Transfer Station:

_____

Certified payroll reports for all Agreement assigned personnel, upon City's request.

Summary of Daily and Weekly Report Figures for Month:

Resident and business complaints and resolutions:_____
Street sweeping obstruction:_____
Street sweeping route schedule compliance:_____
Routes and curb miles swept:_____

17.3 Daily and Weekly Reports Submitted By Vendor Upon Request from City

a. Daily Reports Submitted to City's Project Manager Are to Contain the Following:

1. Citizen complaints and their resolutions, and follow up with resident/business
2. Hazardous conditions report
3. Street sweeping obstruction report
4. Street sweeping route schedule compliance

b. Weekly Reports submitted to City's Project Manager Are to Contain the Following:

1. Routes swept
2. Curb miles swept
3. Debris collected in tons and cubic yards for all sweeping services provided

18.0 Performance Bond

Within 20 calendar days of the execution of the Agreement, Vendor shall furnish to the City a surety bond executed by a corporate surety or irrevocable letter of credit in the amount of equal to 100% of the annual Agreement amount, in favor of City, in form and substance approved by the Risk Manager of the City of Oxnard, guaranteeing Vendor's faithful performance of the Agreement, which shall remain in force for the term of the Agreement. Any amendment of the Agreement, extension of time, extra work, additional work or other changes may be made without the consent of the surety.

19.0 Staffing

Vendor shall provide personnel specifically trained and experienced in the work to be performed. Street sweeper operators shall have a minimum of three years' experience in municipal street sweeping. All sweeping equipment operators shall possess the type and variety of license required under California law applicable to the gross vehicle weight rating of the equipment. Vendor shall submit a list of sweeper operators to be assigned to the Agreement and include their qualifications and experience. All personnel assigned to the performance of this Agreement shall be employees of Vendor.

20.0 Supervision

Vendor shall have a front-line supervisor on duty at all times any services are being performed under the Agreement. The supervisor shall have the authority to act on behalf of Vendor while making the day-to-day decisions required to effectively and efficiently carry out the obligations of the Agreement and the performance of the work. The supervisor must have a minimum of five years experience in the management of municipal street sweeping contracts of comparable size and scope. The supervisor must be experienced in all phases of street sweeping operations and related services including scheduling, routing, personnel supervision, quality control, direct interface with City staff and residents for customer service request resolution, report writing, enforcement of restricted parking programs, daily communication with the City's Project Manager, Water Resources, Streets & Waterways, Environmental Resources, Code Enforcement and Police Department, ensuring all daily contractual requirements are being satisfied. The supervisor is responsible for inspecting, reporting and recommending to City's Project Manager areas that need sweeping that are not included in regular sweeping service, such as alleyways, emergency sites, and other locations. At the request of the City's Project Manager, Vendor shall provide a qualified representative to attend Neighborhood Council meetings, Homeowner Association meetings, and any and all other meetings as required to facilitate communication about the street sweeping and related services program.

21.0 Communication

Vendor and City's Project Manager shall have direct communication with all sweeping equipment in the field utilizing radios or cell phones. Pagers are not acceptable. The supervisor(s) (see section 20.0) shall have a cellular telephone for direct communication with City's Project Manager, Police Department Parking Enforcement personnel, and residents. In addition, Vendor shall have a toll-free phone line for telephone and fax communication. Vendor shall install Networkfleet 5500 model Global Position System tracking devices on each sweeper assigned to the Agreement so Vendor sweepers can be integrated into City's Geographic Information System; alternatively, Vendor may provide City's Project Manager with unfettered access to existing GPS monitoring software/service used by Vendor by providing a user license and credentials at no cost to the City.

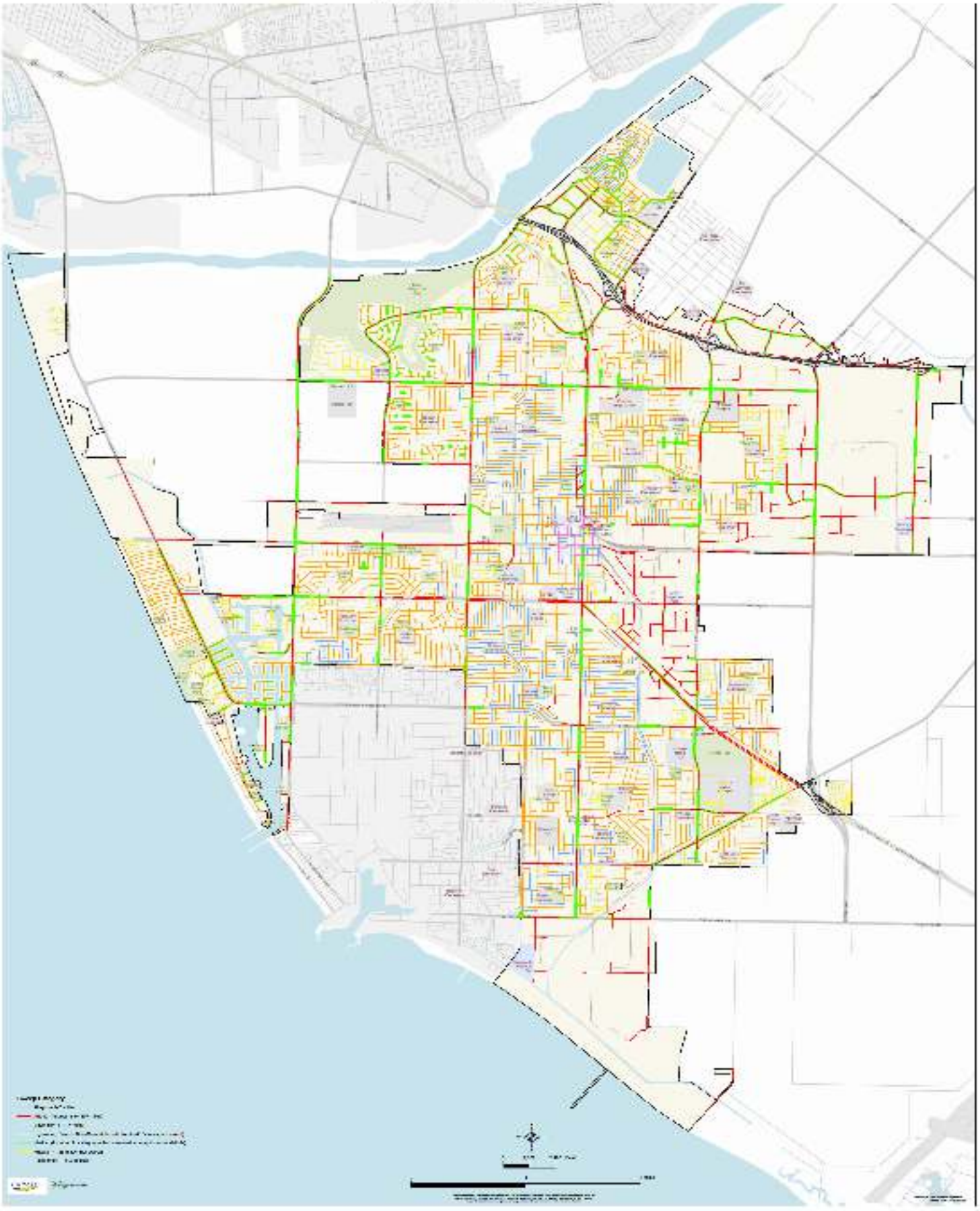
22.0 Complaints

The intent of this Agreement is to provide the highest level of street sweeping and related services available within the City. Complaints and inquiries from residential and business property owners in the City are of paramount importance. The City's Project Manager will communicate all customer service requests to Vendor. Vendor shall respond to all inquiries and complaints on the same day they are received. It is Vendor's responsibility to communicate directly with the City's Project Manager. Vendor shall follow up with customers and City's Project Manager with the resolution of any and all inquiries and complaints. Upon City's Project Manager request, Vendor shall provide a written report for each customer service request/complaint, as provided in section 17.0-17.3. This Agreement is intended to mitigate complaints from City residents and businesses for Vendor's failure to perform under the terms of this Agreement. Therefore, Vendor shall be subject to a penalty of $100.00 per day for each day that a complaint caused by Vendor's operations goes unresolved to the satisfaction of the City's Project Manager. In addition, should City receive complaints for service below the standards as outlined in the Agreement specifications in excess of three per thirty-day period, City reserves the right to terminate the Agreement.

23.0 Damages

All damages incurred by the Vendor on their own equipment, or damage caused by the contractor to private property, City property, or public right-of-way shall be reported in writing to the City's Project Manager within 24 hours of the incident. It is the sole responsibility of the Vendor to repair any damage it causes. The City shall refer complaints regarding damage to private property caused by the Vendor, to the Vendor for resolution. Failure to notify the City within 24 hours of any incident is subject to cancellation of this Agreement.

STREET SWEEPING



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 2

STREET SWEEPING

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT INDEX

PAGE	PARKING LOT NUMBER
25	1, 2
26	4, 5
27	6, 7
28	8
29	9, 10, 11, 12, 13, 14
30	15, 16
31	17
32	18
33	19, 20, 21
34	22, 23
35	24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35
36	36, 37, 38, 39, 40, 67
37	41, 42, 43, 44, 44A, 45, 46, 47
38	48
39	49
40	50
41	51
42	56
43	58, 59, 60, 61, 62
44	63
45	64 “Downtown Parking Structure”
46	65, 66
47	68
48	69

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT DESCRIPTIONS

Parking Lot No.	Location	Site Description
1	NE Corner of Pacific Ave and E Wooley Rd	City Equipment Yard
2	Pacific Ave and E Wooley Road, through North Gate	City Equipment Yard
3	NOT APPLICABLE	
4	Between 630 and 650 S A Street	Public Parking Lot Between Church and Billiards
5	Between 613 and 637 S Oxnard Blvd	Public Parking Lot Between Dance Studio and Restaurant
6	NE Corner of N C Street and Palm Drive	Wilson Senior Center
7	SE Corner of N C Street and alleyway	Wilson Senior Center
8	Del Sol Park/Oxnard Housing Authority	Multi Service Center
9	S G Street Between W 7th Street and W 9th Street	Community Center Park Street Side Parking
10	W 9th Street Between Hobson Way & S G Street	Oxnard Performing Arts Center South Parking Lot
11	SE Corner of Hobson Way and W 7th Street	Oxnard Performing Arts Center North Parking Lot
12	W 7th Street	Oxnard Performing Arts Center North East Parking Lot Next to Lot #11
13	SW Corner of Hobson Way and W 7th Street	Baseball Field Parking Lot
14	NW Corner of Hobson Way and W 9th Street	Tennis Courts Parking Lot
15	Hill Street and alleyway Between Baseball Field and Basketball Court	Durley Park West Parking Lot
16	SW Corner of S G Street and Hill Street	Durley Park NE Parking Lot
17[1]	Corner of Sunset Lane and Mandalay Beach Road	Oxnard State Beach Parking Lot
18[1]	Falkirk Avenue Parallel to Harbor Blvd	Oxnard Beach Park North and South Parking Lots
19	S Oxnard Blvd Between 3rd Street and W 4th Street	South of Firestone Mechanic Shop
20	S Oxnard Blvd Between 3rd Street and W 4th Street	South of Lot # 18
21	NW Corner of S Oxnard Blvd and E 4th Street	Next to Restaurant
22	Between 512 and 532 S Oxnard Blvd	Public Parking Lot Between Restaurant and Pawn Shop
23	Between 626 and 660 S Oxnard Blvd	Public Parking Lots Between Theater and Market
24	NW Corner of S Oxnard Blvd and E 6th Street	Public Parking Lot Next to Insurance Business
25	541 Pacific Coast Highway	Public Parking Lot North of Beauty Salon

[1] Sandy conditions expected due to close proximity of beach

26	W 5th Street and S Oxnard Blvd	Behind Insurance & Clothing Businesses, North of Lot #25
27	W 5th Street and S Oxnard Blvd	Drug Store Parking Lot (side and back)
28	479 Pacific Coast Highway, SW Corner of S Oxnard Blvd and E 4th Street	Public Parking Lot North of Lot # 27
29	NE Corner of S B Street and W 6th Street	Public Parking Lot Next to Beauty Salon
30	NE Corner of S B Street and W 6th Street	Adjoined to Lot # 29
31	S B Street, W 5th Street, S A Street	Centennial Plaza Street Side Parking
32	Between 305 and 321 W 6th Street	Public Parking Lot Next to Restaurant/Beauty Salon Building
33	Between 338 and 320 W 5th Street	Public Parking Lot Adjoined to Lot #32 on North Side
34	405 S B Street	Public Parking Lots North & South of Carnegie Art Museum, Between S B Street and S C Street
35	Between 426 W 5th Street and 509 S C Street	Public Parking Lot Behind Restaurant
36	Between 310 and 326 S C Street	Public Parking Lot Between Bakery and Market
37	North of 343 S B Street	Public Parking Lot North of Insurance Business
38	South of 300 W 3rd Street Building	Public Parking Lot Adjoined to Lot # 37
39	W 4th Street Between S B Street and alleyway	Public Parking Structure Bus Stop Zone Along 4th Street
40	S B Street Between W 3rd Street and W 4th Street	Public Parking Structure Street Side Parking Along B Street
41	NW Corner of S C Street and W 3rd Street	Police Department Public Parking Lot
42	S D Street Between W 2nd Street and W 3rd Street	Police Department Gated Parking Lot
43	SW Corner of S C Street and W 2nd Street	Police Department Gated Parking Lot, NE Quadrant Adjoined to Lot # 42
44	W 2nd Street Between S C Street and S A Street	Service Center/Fire Administration Parking Lot
44A	W 2nd Street Between S C Street and S A Street	Downtown Main Library Parking Lot Adjoined to Lot #44
45	NW Corner of S B Street and W 2nd Street	Public Parking Lot Next to Tax Business
46	241 W 2nd Street	Parking Lot Behind Vacant City Building
46A	136 S B Street	North of Lot # 46
47	S C Street Between W 2nd Street and W 3rd Street	Service Center Street Side Parking
48[1]	Arnold Road South of Perimeter Road	Ormond Beach Parking Lot
49[1]	South End of Perkins Road	Ormond Beach Parking Lot
50	200 E Bard Road	South Oxnard Center Parking Lot (Senior Center/Branch Library)
51[1]	S Victoria Avenue Between	Kiddie Beach Park Public

[1] Sandy conditions expected due to close proximity of beach

	Sunset Drive and San Nicolas Avenue	Parking Lot
52	NOT APPLICABLE	
53	NOT APPLICABLE	
54	NOT APPLICABLE	
55	NOT APPLICABLE	
56[1]	3333 Peninsula Road	Peninsula Park Public Parking Lot
58[1]	Cabezone Circle Off Harbor Boulevard	Marine Emporium Landing Public Parking Lot
59[1]	Between Cabezone Circle and Barracuda Way	Channel Islands Marina Public Parking Lot
60[1]	Between Barracuda Way and Bluefin Circle	Channel Islands Boating Center Public Parking Lot
61[1]	Bluefin Circle Off Harbor Boulevard	Channel Islands Maritime Museum Public Parking Lot
62[1]	Between Bluefin Circle and Albacore Way	Channel Islands Yacht Club Public Parking Lot
63[1]	Corner of Harbor Boulevard and Ocean Drive	Channel View Park Public Parking Lot
64	SE Corner of West 3rd Street and S B Street	Public Parking Structure Across Oxnard City Hall
65	201 E 4th Street	Oxnard Transportation Center
66	251 S Hayes Avenue	City of Oxnard Water Division – North and South Yard
67	SE Corner of S D Street and W 3rd Street	East of Santa Clara Elementary School
68	SW Corner of Del Norte Boulevard and Sturgis Road	Del Norte Regional Recycling and Transfer Station
69	6001 Perkins Road	Wastewater Treatment Plant

[1] Sandy conditions expected due to close proximity of beach

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

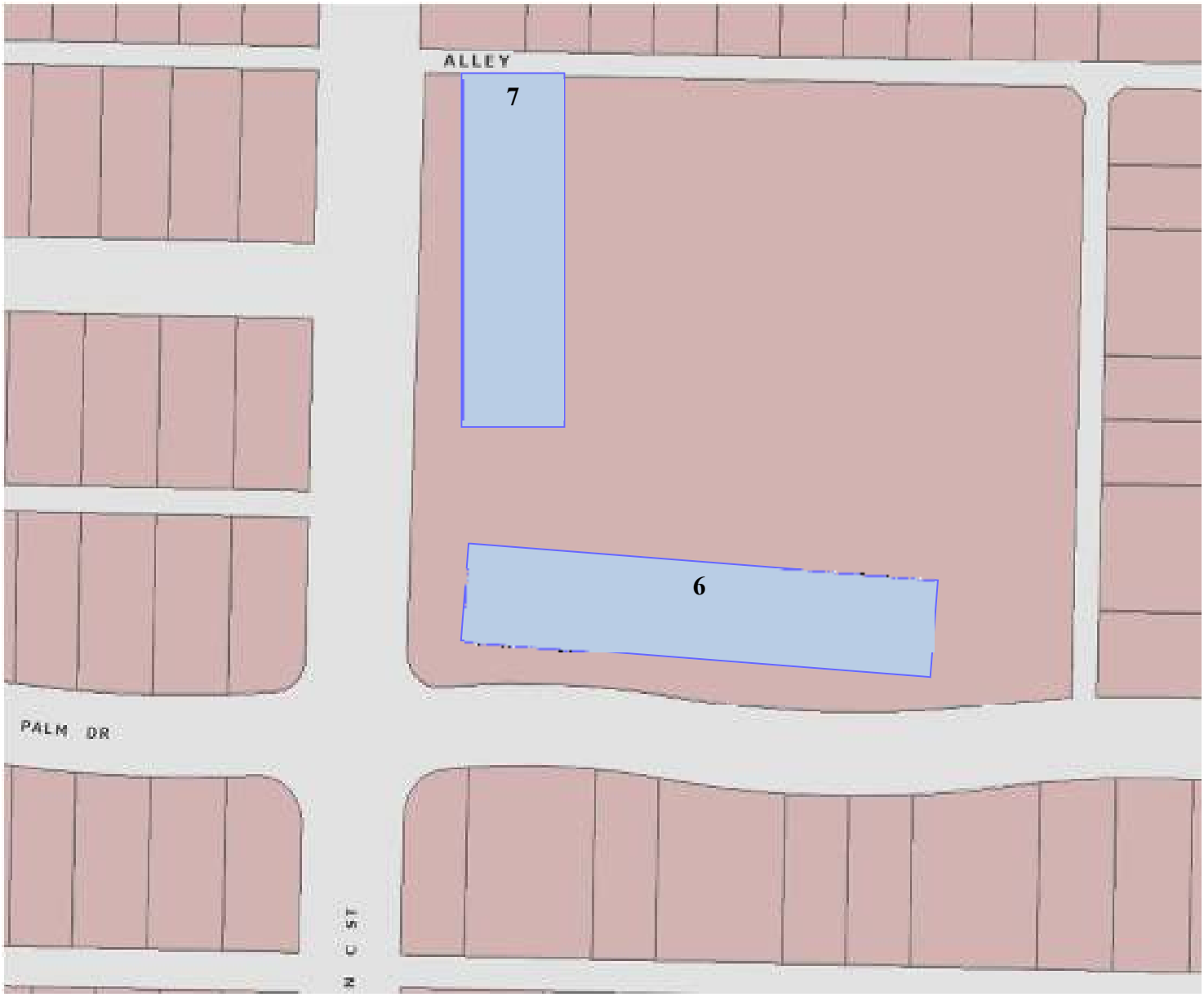
PARKING LOTS 1 & 2

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 4 & 5

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 6 & 7



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

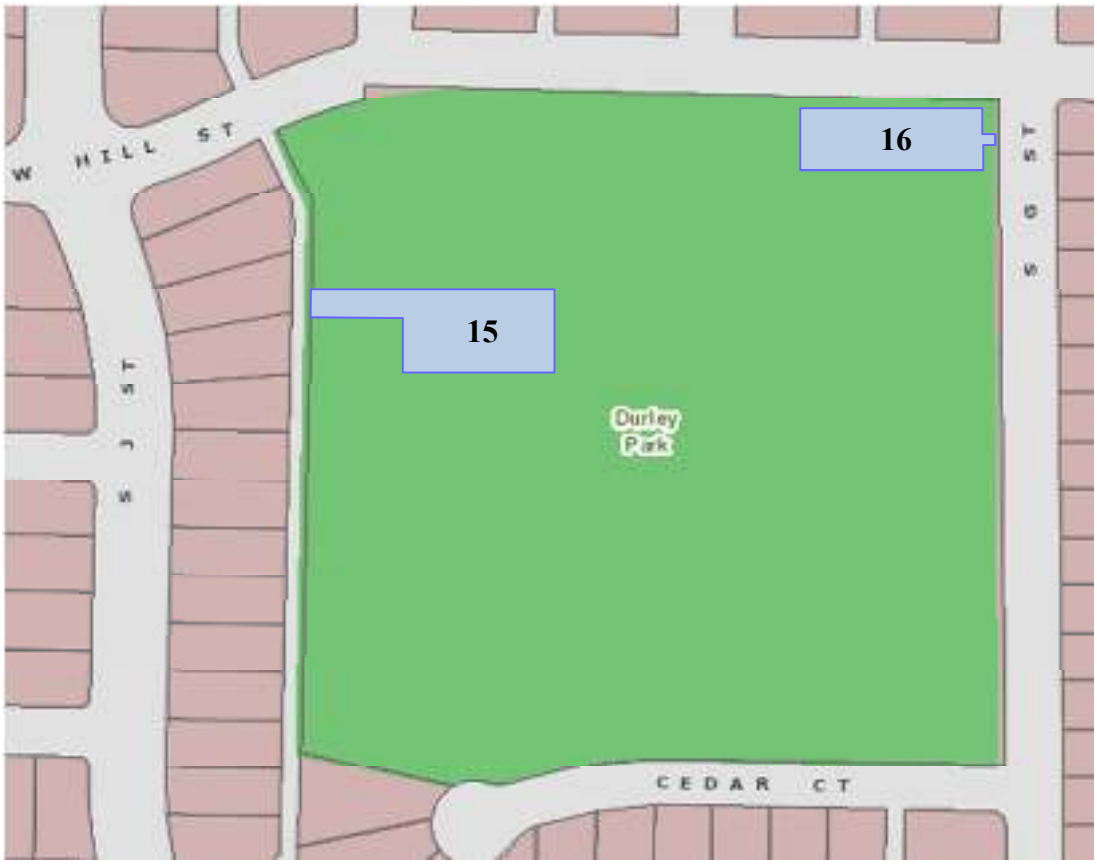
PARKING LOT 8

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 9, 10, 11, 12, 13, & 14

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 15 & 16



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT 17

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT 18

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 19, 20, & 21

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 22 & 23

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, & 35

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 36, 37, 38, 39, 40, & 67

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 41, 42, 43, 44, 44A, 45, 46, & 47

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT 48

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT 49

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

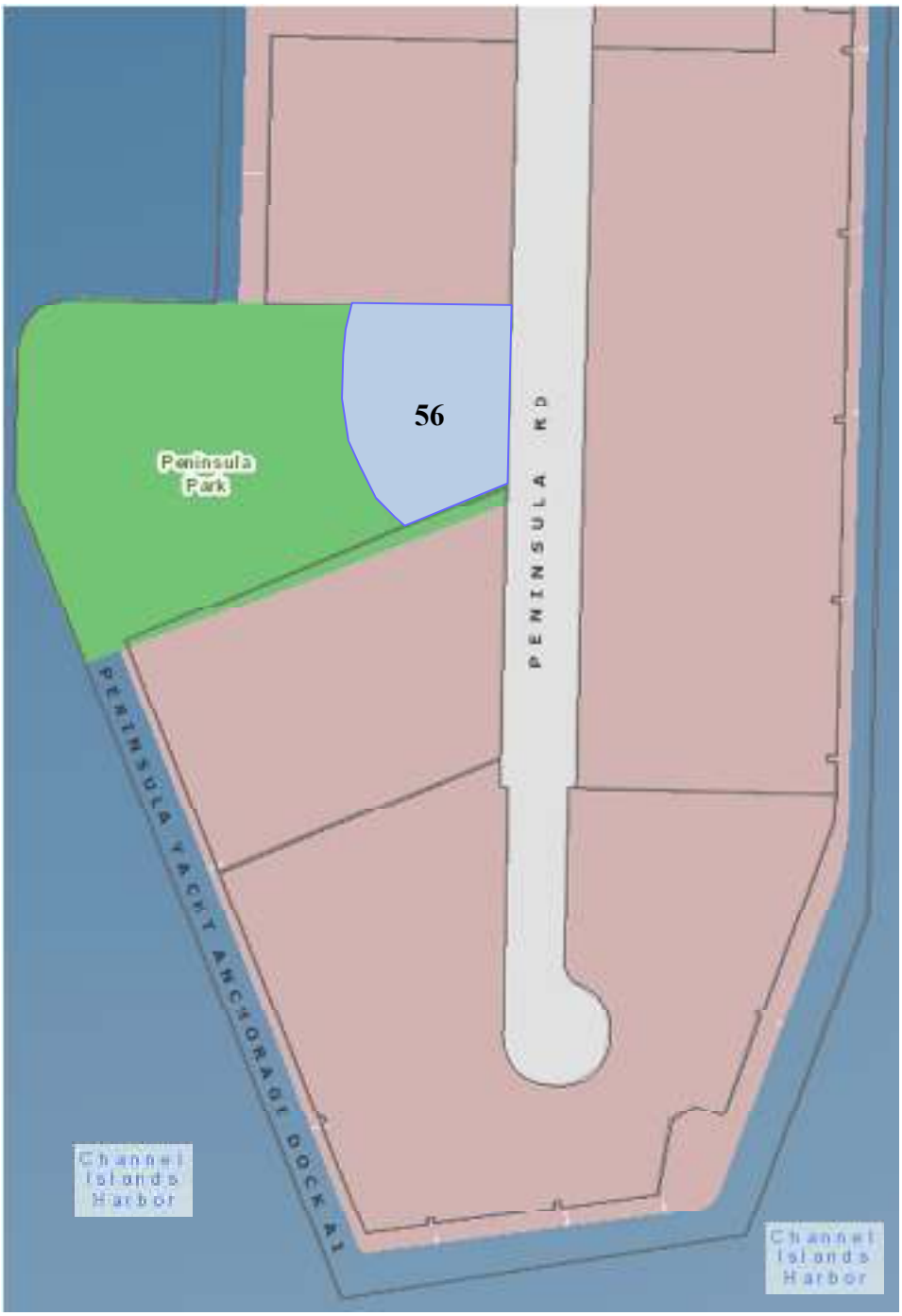
PARKING LOT 50

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT 51

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT 56



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

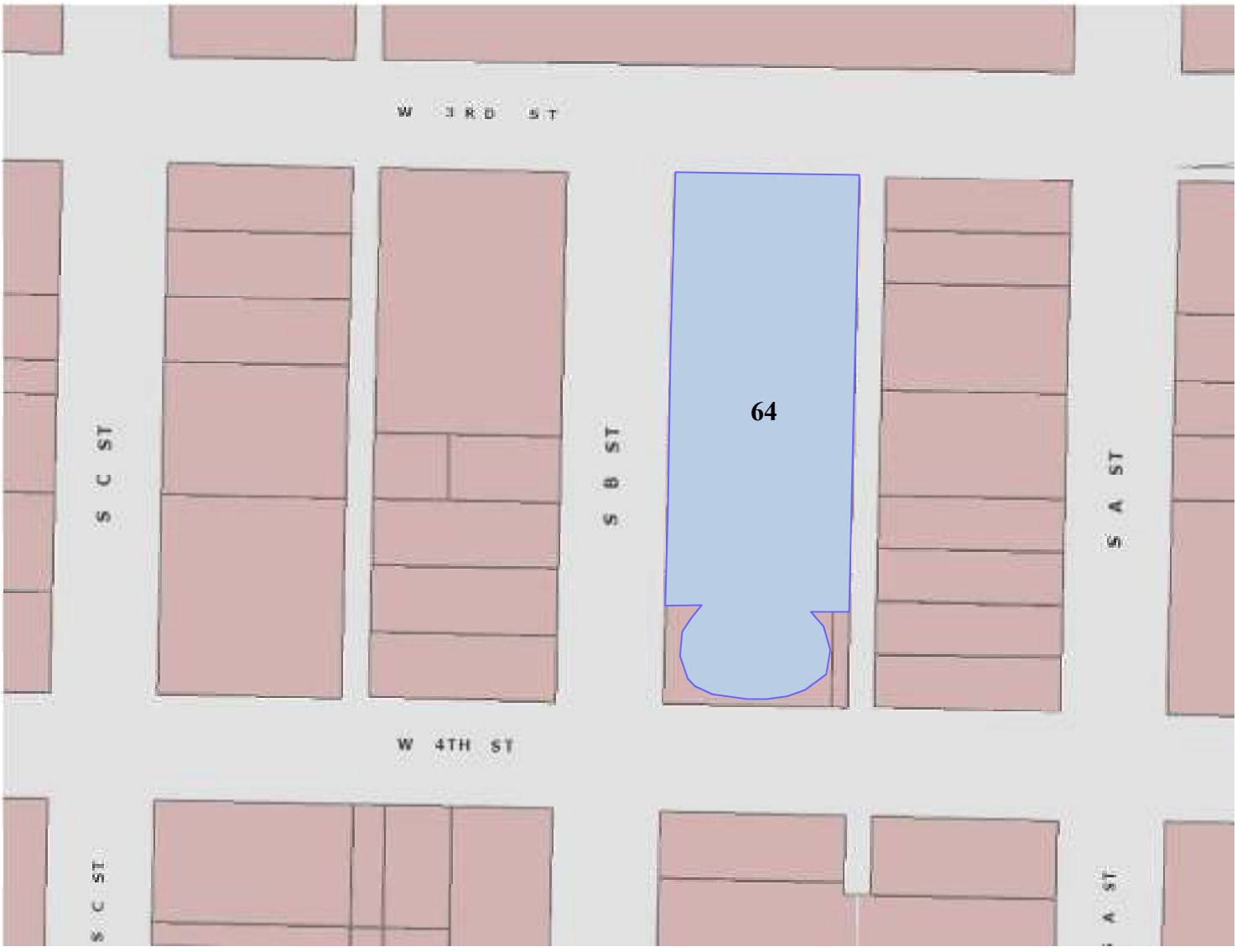
PARKING LOTS 58, 59, 60, 61, & 62

SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOTS 63

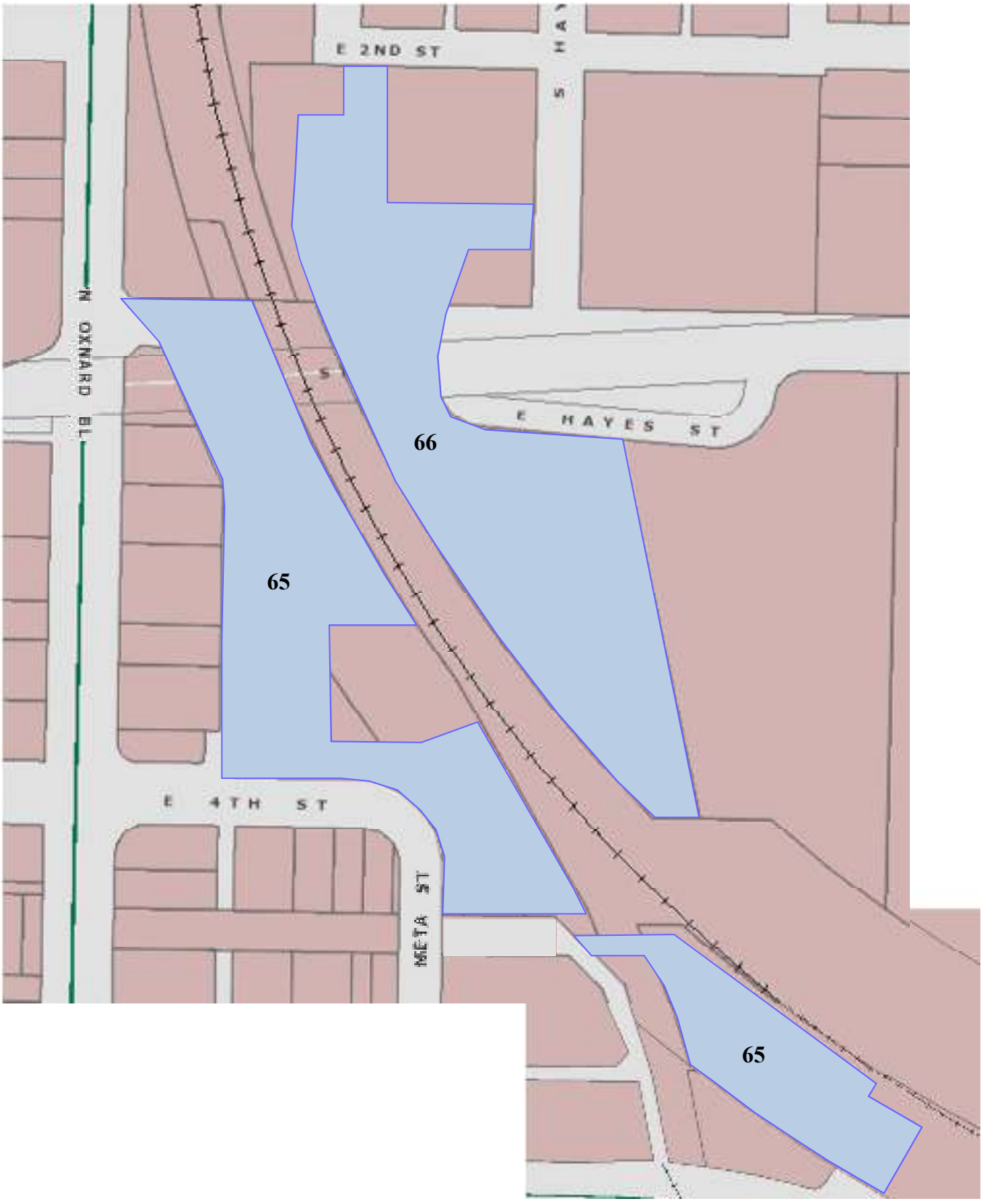
SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT 64
DOWNTOWN PARKING STRUCTURE



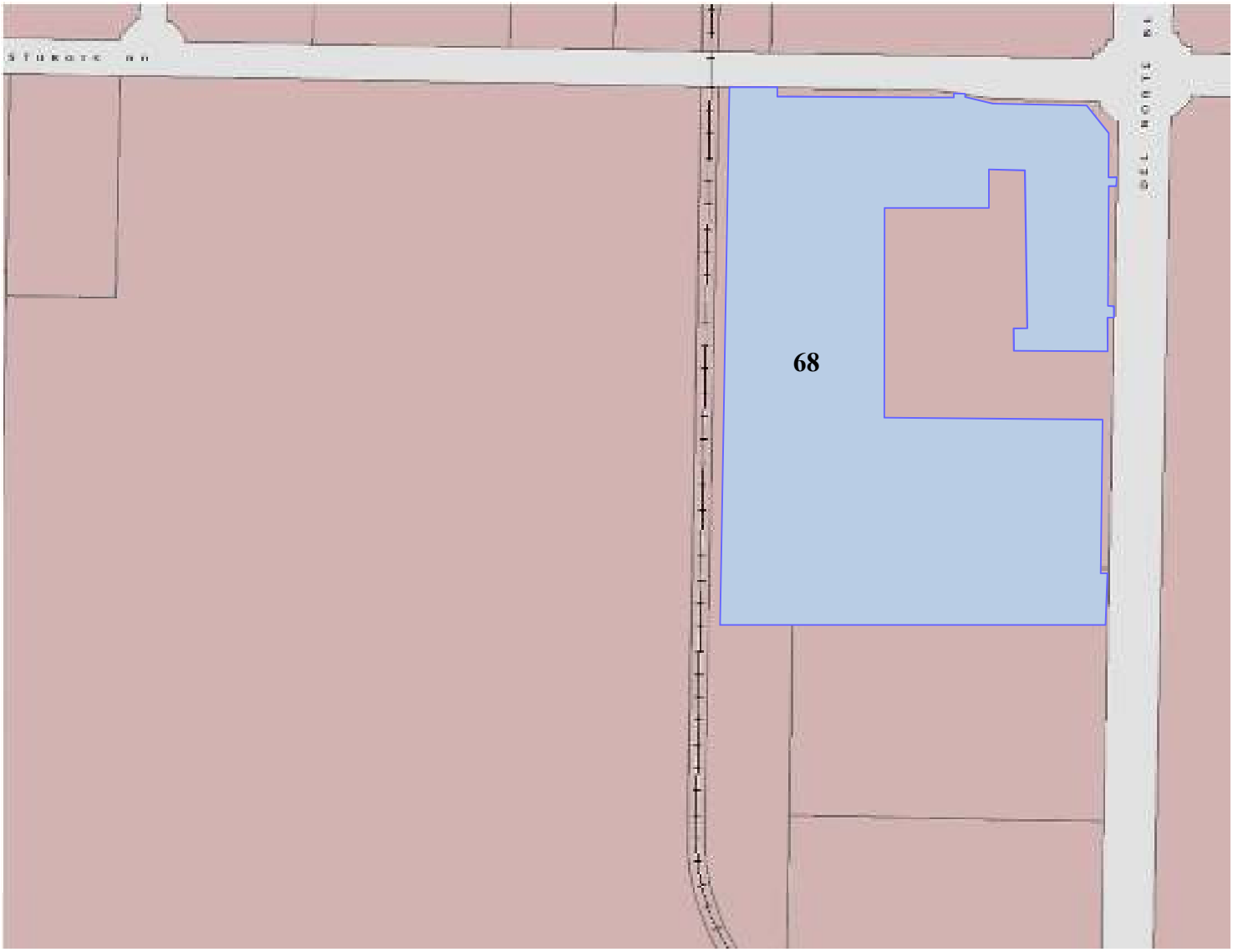
SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT 65 & 66



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT 68



SCOPE OF SERVICES EXHIBIT ATTACHMENT NO. 3

PARKING LOT 69

RATES AND COSTS EXHIBIT

1.0

City of Oxnard Street Sweeping Service	Rate Per Curb Mile	Total Monthly Curb Miles	Monthly Fee Not to Exceed
Residential/Restricted - Bi-Weekly	$28.00	1,180 curb miles	$33,040.00
Less Holiday Weeks – No Sweeping	($28.00)	(295) curb miles	($8,260.00)
Alleyway – 5th week of Every Month & Holiday Weeks When Residential/Restricted Sweeping is Suspended	$28.00	140 curb miles	$3,920.00
Arterial – Bi-Weekly	$21.00	618 curb miles	$12,978.00
Downtown – Weekly	$21.00	30.8 curb miles	$646.80
Parking Lot – Weekly	See Section 3.0	33 Parking Lots	$2,000.00
Parking Lot – Monthly	See Section 3.0	30 Parking Lots	$750.00
Monthly Standard Service Fee Not to Exceed			$45,074.80

2.0 Parking Lot Sweeping Compensation Rates By Category:

Weekly Sweep Service – 33 parking lots on weekly sweeping schedule, unit prices per table in section 3.0. Aggregate total per month for weekly swept parking lots is: **$2,000.00**

Monthly Sweep Service – 29 parking lots on monthly sweeping schedule, unit prices per table section 3.0. Aggregate total per month for monthly swept parking lots is: **$750.00**

3.0 Unit Pricing – Parking Lots

WEEKLY FREQUENCY	
Lot No.	Price Per Month
4	$60.60
5	$60.60
19	$60.60
20	$60.60
21	$60.60
22	$60.60
23	$60.60
24	$60.60
25	$60.60
26	$60.60
27	$60.60
28	$60.60
29	$60.60
30	$60.60
31	$60.60
32	$60.60
33	$60.60
34	$60.60
35	$60.60
36	$60.60
37	$60.60
38	$60.60
39	$60.60

MONTHLY FREQUENCY	
Lot No.	Price Per Sweep/Month
1	$25.00
2	$25.00
6	$25.00
7	$25.00
8	$25.00
9	$25.00
10	$25.00
11	$25.00
12	$25.00
13	$25.00
14	$25.00
15	$25.00
16	$25.00
17	$25.00
18	$25.00
48	$25.00
49	$25.00
50	$25.00
51	$25.00
56	$25.00
58	$25.00
59	$25.00
60	$25.00

40	$60.60		61	$25.00
41	$60.60		62	$25.00
42	$60.60		63	$25.00
43	$60.60		64	See Section 4.0 Below
44	$60.60		65	$25.00
44A	$60.60		66	$25.00
45	$60.60		67	$25.00
46	$60.60		68	See Section 5.0 Below
46A	$60.60		69	$25.00
47	$60.80			

4.0 Parking Lot No. 64, Downtown Parking Structure, shall be swept on a twice per week basis for the amount **$100.00** per sweep. Vendor shall mail invoice for payment to: City Of Oxnard -Facilities Maintenance Division. Attention: Division Manager. 1060 Pacific Avenue, Oxnard, CA 93030

5.0 Sweeping at the Del Norte Facility (Parking Lot No.68) shall occur one-time daily Monday through Saturday during closing hours from 5:00 p.m. to 5:30 a.m. Areas to be swept include parking lots, loading docks, truck and trailer staging areas, scale areas, ingress areas, and all other vehicle traffic asphalt pavement surface areas at the facility site. Monthly price for sweeping: **$2,000.00**. Vendor shall line itemized this service cost on monthly invoice to the City.

Daily sweeping shall occur one-time daily Monday through Saturday on Del Norte Boulevard from Sturgis Road to Fifth Street and on Sturgis Road from Del Norte Boulevard to Elevar Street. Monthly price for sweeping: **$1,000.00**. Vendor shall line itemize this service cost on monthly invoice to the City.

6.0 Removal of 13.4 cubic yard roll-off container from arterials or other sites used exclusively by Vendor for containment of only street sweeping debris. Fee per pickup and removal of 13.4 cubic yard roll-off container shall be fee listed in effective City ordinance establishing solid waste system user fees and charges for pickup and removal of 13.4 cubic yard roll-off container.

7.0 Hourly rates for extra sweeps, on-call alleyway sweeping, special sweeps, and emergency sweeps are as follows:

Regular Hour Rate (7:00 a.m. to 5:00 p.m., Monday through Friday): **$120.00**

After Hour/Holiday/Weekend Rate: **$150.00**

INSURANCE EXHIBIT

Exhibit INS-D

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

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

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

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

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

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

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. A-8230
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.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:
Address:
Telephone: ( )

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
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 _____

Rev. 8/20 INS-D.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: ( )

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
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 EXHIBIT

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, Vendor 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 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 Vendor 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 the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 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, 2020

42. 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 **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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.

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.

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.

The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

SCHEDULE OF SERVICES EXHIBIT

1.0 General

The contract curb mileage is calculated based on City's Geographical Information System data. City currently has approximately 21,126.40 curb miles swept annually. The chart below identifies the current curb mile types and frequencies swept. See Scope of Services Exhibit Attachment No. 1 for a general map of the street categories listed below. See Scope of Services Exhibit Attachment No. 2 for a detailed map of City medians. Vendor shall have sufficient staff and equipment to meet all sweeping schedules. No routine street sweeping shall occur on Mondays.

City of Oxnard Street Sweeping Agreement	Annual Number of Sweeps	Total Curb Miles Per Sweep	Total Curb Miles Per Month	Total Annual Curb Miles
Residential/Restricted - Bi-Weekly	24	590	1,180	14,160
Less: No Residential/Restricted Sweeping Holiday Weeks	10 Holiday Weeks		(295)	(2,950)
Alleyway – 5th week of Every Month & Holiday Weeks When Residential Sweeping is Suspended	15	140	140	2,100
Arterial – Bi-Weekly	24	309	618	7,416
Downtown – Weekly	52	7.7	30.8	400.4
Total Annual Curb Miles				21,126.40

2.0 Sweeping Schedule

2.1 Residential/Restricted Streets

All Residential/Restricted streets are swept following one of the eight (8) established bi-weekly sweeping schedules as listed below. Residential/Restricted streets schedules are subject to change at any time at the City's Project Manager's discretion and will be updated as needed throughout the term of the Agreement.

DAY OF THE WEEK	WEEK OF THE MONTH
Tuesday	Weeks 1 and 3
Tuesday	Weeks 2 and 4
Wednesday	Weeks 1 and 3
Wednesday	Weeks 2 and 4
Thursday	Weeks 1 and 3
Thursday	Weeks 2 and 4
Friday	Weeks 1 and 3
Friday	Weeks 2 and 4

See Schedule of Services Exhibit Attachment No. 1 for a color coded map and legend of the above-described residential street sweeping routes schedules.

2.2 Unrestricted/Unposted Streets

Streets not posted for restricted parking shall be swept as follows:

Residential 7:00 a.m. to 4:00 p.m.
Arterials/Downtown 11:00 p.m. to 6:00 a.m.

2.3 Arterial Streets

Arterial streets within the City consist of approximately 309 curb miles. Vendor shall be responsible for adhering to the time restrictions stipulated in Section 2.2. Arterial streets are to be swept twice per month on a bi-weekly schedule. Vendor shall provide a professional digitally rendered map displaying the proposed arterial street sweeping routes and schedule to City's Project Manager. Arterial sweeping routes must be mutually agreed upon by Vendor and City's Project Manager prior to commencing arterial street sweeping. Subsequent arterial sweeping route changes and modifications must be approved and mutually agreed upon by Vendor and City's Project Manager.

2.4 Downtown

The City Downtown area consists of approximately 7.7 curb miles (see Scope of Services Exhibit Attachment No. 1 and Scope of Services Exhibit Attachment No. 2). The Downtown area is to be swept weekly during the weekend (Friday, Saturday, or Sunday), according to the time restrictions listed in Section 2.2.

2.5 Del Norte Regional Recycling and Transfer Station (Del Norte Facility) and Surrounding Streets

The site at the Del Norte Facility located at 111 South Del Norte Boulevard in Oxnard and the streets of Del Norte Boulevard and Sturgis Road that bound the Del Norte Facility shall be swept and thoroughly cleaned. Sweeping at the Del Norte Facility shall occur daily Monday through Saturday during closing hours from 5:00 p.m. to 5:30 a.m. Areas to be swept include parking lots, loading docks, truck and trailer staging areas, scale areas, ingress areas, and all other vehicle traffic asphalt pavement surface areas at the facility site. Service frequency may be adjusted from time-to-time and special on-call spot sweeps shall be ordered by the City's Project Manager as needed.

Daily sweeping shall occur Monday through Saturday on Del Norte Boulevard from Sturgis Road to Fifth Street and on Sturgis Road from Del Norte Boulevard to Elevar Street.

2.6 Alleyways

Alleyways are to be swept once per month during the 5th week of every month and on holiday weeks, when Residential street sweeping is suspended (see Section 2.8). Prior to the start of every new calendar year, Vendor and City's Project Manager shall create a mutually agreed upon alleyway sweeping calendar which will be made available for public distribution. Vendor shall also provide a professional digitally rendered map displaying the proposed alleyway street sweeping routes to City's Project Manager. Alleyway sweeping routes must be mutually agreed upon by Vendor and City's Project Manager prior to commencing alleyway street sweeping. Subsequent alleyway route changes and modifications must be approved and mutually agreed upon by Vendor and City's Project Manager.

2.7 Emergencies

In the event of an emergency, Vendor shall have additional personnel and equipment to dispatch to the scene of the incident. Vendor shall not remove a sweeper from an established route to meet an emergency need. Requests for emergency services must be responded to within thirty minutes during Monday through Friday, 7:00 a.m. to 5:00 p.m., and within two hours any other time including weekends and holidays. Rates charged for emergency/after hours sweeping will be at the rates quoted in the unit price schedule in the RATES AND COSTS EXHIBIT.

2.8 Holidays

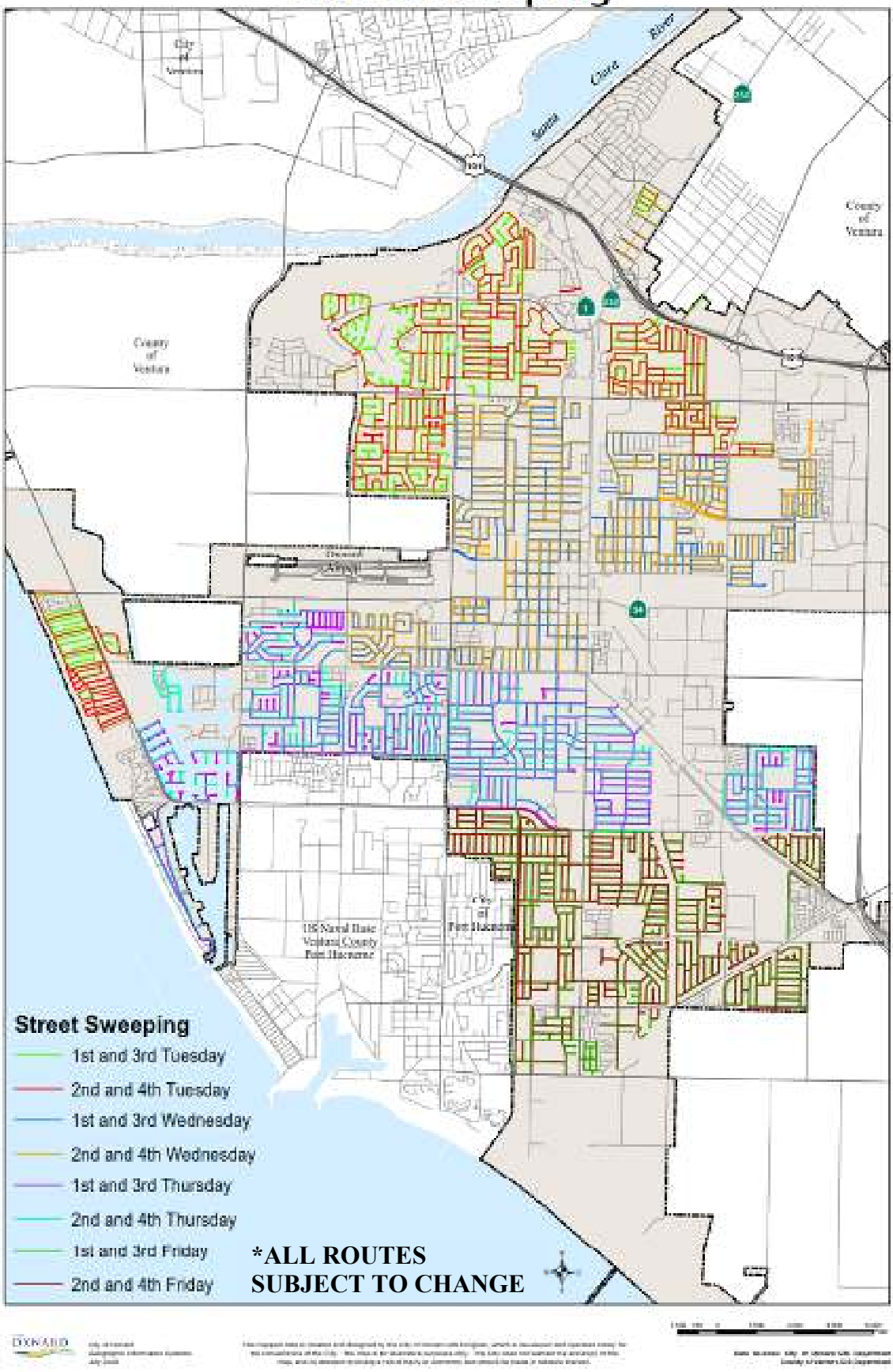
In a week with a City observed holiday, Vendor shall not sweep residential streets on any day in that week, and respective curb miles shall not be billed to City. Vendor arterial, downtown, and parking lot route schedules shall be adjusted to accommodate the holiday. Alleyways shall be swept as described in Section 2.5.

The City observes the following holidays:

New Years Day (January 1st)
Martin Luther King Day (Third Monday in January)
Presidents Day (Third Monday in February)
Cesar Chavez Day (March 31st)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veterans Day (November 11th)
Thanksgiving Day (By Presidential proclamation, usually the fourth Thursday in November)
Christmas Day (December 25th)

SCHEDULE OF SERVICES EXHIBIT ATTACHMENT NO. 1

Street Sweeping



City Wide Street Sweeping Bid

Lots/Location	Total monthly Curb Miles	Rate per Curb Mile	Venco	Rate per Curb Mile	CleanStreet
Residential- Bi-WK	1180	$ 28.00	$ 33,040.00	$ 23.75	$ 28,025.00
Less Holiday Weeks	295	$ 28.00	$ (8,260.00)	$ 23.75	$ (7,006.25)
Alleyway -Holiday	140	$ 28.00	$ 3,920.00	$ 27.00	$ 3,780.00
Arterial - Bi-WK	618	$ 21.00	$ 12,978.00	$ 22.50	$ 13,905.00
Downtown - Weekly	30.8	$ 21.00	$ 646.80	$ 24.00	$ 739.20
Parking Lot- Weekly	33 parking lots	Lot charge	$ 2,000.00	Lot charge	$ 4,472.00
Parking Lot- Monthly	30 parking lots	Lot charge	$ 750.00	Lot charge	$ 1,765.00
	Monthly Fee Not to Exceed		**$ 45,074.80**		**$ 45,679.95**

Hourly ratesHourly rates for extra sweeps, on-call alleyway sweeping, special sweeps, and emergency sweeps are as follows:	$110/ regular hour rate	$125/ After hour/Holiday/Weekend	$120/ regular hour rate	$150/ After hour/Holiday/Weekend

Sweeping Del Norte Facility (Parking lot No.68)		$ 2,000.00		$ 1,677.00
Daily Sweeping From Sturgis to Fifth Street and Del Norte to Elevar Street		$ 1,000.00		$ 2,064.00

COPY

VENCO
POWER SWEEPING, INC.

2400 Eastman Ave.
Oxnard, CA 93030
Tel. (805) 201-0040
Fax (805) 201-0041
www.vencosweep.com

May 11, 2020

City of Oxnard
Purchasing Division
300 West Third Street
Oxnard, CA 93030

RE: Request for Bid PW 20-66

Dear Ladies and Gentlemen,

Venco Power Sweeping, Inc is pleased to provide this Request for Bid for your City's street and parking lots sweeping needs. We have been in the business of providing street and parking lot sweeping since 1960. Venco provides citywide sweeping services for several Southern California cities and agencies. We are the current sweeping contractor in Oxnard and have the experience and knowledge to meet and exceed the sweeping needs in your city.

Venco Power Sweeping centrally controls all dispatch, planning and repair function from out corporate facility here in Oxnard. Most of our employees live in the City of Oxnard and we are very much apart of your community. We will assign only experienced and qualified operators and supervisors to the task of sweeping Oxnard. Our equipment meets all federal, state, and local requirements and we are one of the few California Air Resource Board compliant sweeping companies that municipal agencies can contract.

Again, thank you for the opportunity to bid for your sweeping needs once again and we look forward to a wonderful continued working relationship with the City of Oxnard.

Sincerely,

Bill Barrett
President

3 COMPENSATION SCHEDULE FOR STREET SWEEPING

City of Oxnard Street Sweeping Contract	Rate Per Curb Mile	Total Monthly Curb Miles	Monthly Fee Not to Exceed
Residential/Restricted - Bi-Weekly	$ 28.00	1,180 curb miles	$ 33,040.00
Less Holiday Weeks – No Sweeping	($ 28.00)	(295) curb miles	($ 8,260.00)
Alleyway – 5th week of Every Month & Holiday Weeks When Residential/Restricted Sweeping is Suspended	$ 28.00	140 curb miles	$ 3,920.00
Arterial – Bi-Weekly	$ 21.00	618 curb miles	$ 12,978.00
Downtown – Weekly	$ 21.00	30.8 curb miles	$ 646.80
Parking Lot – Weekly	See Section 3.2	33 Parking Lots	$ 2,000.00
Parking Lot – Monthly	See Section 3.2	30 Parking Lots	$ 750.00
Monthly Standard Service Fee Not to Exceed			$ 45,074.80

3.1 Parking Lot Sweeping Compensation Rates By Category:

Weekly Sweep Service – 33 parking lots on weekly sweeping schedule, unit prices per table in **section 3.2**. Aggregate total per month for weekly swept parking lots is:

$ 2,000.00

Monthly Sweep Service – 29 parking lots on monthly sweeping schedule, unit prices per table below. Aggregate total per month for monthly swept parking lots is:

$ 750.00

3.2 UNIT PRICE SHEET – PARKING LOTS

WEEKLY FREQUENCY	
Lot No.	Price Per Sweep
4	$ 60.60
5	$ 60.60
19	$ 60.60
20	$ 60.60
21	$ 60.60
22	$ 60.60
23	$ 60.60
24	$ 60.60
25	$ 60.60
26	$ 60.60
27	$ 60.60
28	$ 60.60
29	$ 60.60
30	$ 60.60
31	$ 60.60
32	$ 60.60
33	$ 60.60
34	$ 60.60
35	$ 60.60
36	$ 60.60
37	$ 60.60
38	$ 60.60
39	$ 60.60
40	$ 60.60
41	$ 60.60
42	$ 60.60
43	$ 60.60
44	$ 60.60
44A	$ 60.60
45	$ 60.60
46	$ 60.60
46A	$ 60.60
47	$ 60.80

MONTHLY FREQUENCY	
Lot No.	Price Per Sweep
1	$ 25.00
2	$ 25.00
6	$ 25.00
7	$ 25.00
8	$ 25.00
9	$ 25.00
10	$ 25.00
11	$ 25.00
12	$ 25.00
13	$ 25.00
14	$ 25.00
15	$ 25.00
16	$ 25.00
17	$ 25.00
18	$ 25.00
48	$ 25.00
49	$ 25.00
50	$ 25.00
51	$ 25.00
56	$ 25.00
58	$ 25.00
59	$ 25.00
60	$ 25.00
61	$ 25.00
62	$ 25.00
63	$ 25.00
64	See Section 3.3 Below
65	$ 25.00
66	$ 25.00
67	$ 25.00
68	See Section 3.4 Below
69	$ 25.00

3.3 Parking Lot No. 64, Downtown Parking Structure, shall be swept on a twice per week basis for the amount $ 100.00 per sweep. Vendor shall mail invoice for payment to: City Of Oxnard -Facilities Maintenance Division. Attention: Division Manager. 1060 Pacific Avenue, Oxnard, CA 93030

3.4 Sweeping at the Del Norte Facility (Parking Lot No.68) shall occur one-time daily Monday through Saturday during closing hours from 5:00 p.m. to 5:30 a.m. Areas to be swept include parking lots, loading docks, truck and trailer staging areas, scale areas, ingress areas, and all other vehicle traffic asphalt pavement surface areas at the facility site. Monthly price for sweeping: $ 2,000.00. Vendor shall line itemized this service cost on monthly invoice to the City.

Daily sweeping shall occur one-time daily Monday through Saturday on Del Norte Boulevard from Sturgis Road to Fifth Street and on Sturgis Road from Del Norte Boulevard to Elevar Street. Monthly price for sweeping: $ 1,000.00. Vendor shall line itemized this service cost on monthly invoice to the City.

3.5 Removal of 13.4 cubic yard roll-off container from arterials or other sites used exclusively by Vendor for containment of only street sweeping debris. Fee per pickup and removal of 13.4 cubic yard roll-off container shall be fee listed in effective City ordinance establishing solid waste system user fees and charges for pickup and removal of 13.4 cubic yard roll-off container.

3.6 Hourly rates for extra sweeps, on-call alleyway sweeping, special sweeps, and emergency sweeps are as follows:

Regular Hour Rate (7:00 a.m. to 5:00 p.m., Monday through Friday):
$ 120.00

After Hour/Holiday/Weekend Rate: $ 150.00

ATTACHMENT F
LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: VENCO POWER SWEEPING, INC

Physical Address: 2400 EASTMAN AVE, OXNARD, CA 93030

Phone: 805.201.0040 E-Mail: bbarrett@vencosweep.com

Date Principal Business Address Established: 1990 No. of Company Employees at this address: 39

If less than 36 months, list previous City of Oxnard location:

City Business License No.: 21-00095158 Taxpayer Identification No. (TIN): 20-8785975

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

CORPORATE OFFICE, YARD AND SHOP

BBarrett May 8, 2020

Signature of Company Official Date

Bill Barrett - President

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

CITY OF OXNARD CALIFORNIA

IMPORTANT

Any certificate issued upon the payment by check shall be void unless the amount due is actually received by the City.
The certificant is responsible for complying with City, County, State and Federal requirements including local zoning laws.
Payment of the business tax is not an endorsement of the business or verification of competency or reliability.

OCC sec 11-5 - **Multiple business tax certificates; branch establishments.**

(a) A person shall obtain a separate business tax certificate for each separate type of business conducted at the same or different locations.

(b) Notwithstanding subsection (A) of this section, any person conducting two or more types of businesses at the same location or at different locations...shall obtain a business tax certificate for each branch establishment or location.

(c) A person shall obtain a business tax certificate for each branch establishment of the same business.

(d) A person shall conduct only the business for which a business tax certificate is obtained at the location and in the manner stated in such business tax certificate.

OCC sec 11-18 - **Nontransferability.** No business tax certificate issued...shall be transferable. If a business is transferred by sale or otherwise to another person, the transferee shall apply for a new business tax certificate and shall not be entitled to operate the business pursuant to the business tax certificate issued to the transferor.

OCC sec 11-19 - **Duplicate Business tax certificates.** If a certificant files a sworn statement that a business tax certificate has been lost or destroyed, and pays the duplicate business tax certificate fee, the collector may issue a duplicate business tax certificate.

OCC sec 11-20- **Posting and carrying business tax certificate.**

(a) Any certificant conducting business at a fixed place of business in the city shall post the business tax certificate in a conspicuous public location at the place of business.

(b) Any certificant conducting business, but not operating at a fixed place of business in the city, shall keep the business tax certificate on his or her person at all times while conducting business.

OCC sec 11-21 - **Time for payment.**

(a) Except as otherwise provided in this chapter, annual business taxes shall be due and payable in advance on the first day of the anniversary month of each year.

(b) Except as otherwise provided in this chapter, business taxes, other than annual, shall be due and payable...in advance on the first day of business...

OCC sec 11-22 - **Delinquency; penalties; installment payments.**

(a) If a person fails to pay a business tax when due, the collector shall add a penalty of ten dollars ($10) or ten percent (10%) per month of the delinquent amount of business tax, whichever is greater. The penalty shall be assessed on the first day of each month after the due date of the business tax, up to a maximum of 50% of the amount of the bisness tax due.

OCC sec 11-22 - **No refund on cessation of business.**

(a) A certificant shall not be entitled a refund of any portion of any business tax or fee paid by reason of cessation of the business prior to the expiration of the business tax period.

The City will mail a renewal notice to the mailing address on file however, it is your responsibility as the business owner to pay the business taxes when due to avoid penalties. Penalties are assessed for delinquent accounts, regardless of whether you receive a renewal notice or not. If you do not receive a renewal notice by the expiration date of the tax certificate, please contact Licensing Services immediately.

BUSINESS TAX CERTIFICATE

NON TRANSFERRABLE OR ASSIGNABLE

CITY OF OXNARD - LICENSE SERVICES
214 South C Street, Oxnard, California 93030
(805) 385-7817 • Fax (805) 385-7836

Certificate No: **21-00095158** Control No: **93617**
Date Issued: **3/23/20** Expiration Date: **3/31/21**

OXT0323A *** 7000000033 00.0001.0030 30/1
30 1 AV 0.389 *** AUTO SCH 5-DIGIT 93030

VENCO POWER SWEEPING, INC
2400 EASTMAN AVE
OXNARD CA 93030-5187

Classification Code No: **2803-02**

Classification Code Description: **MISC SERVICE**

Owner's Name: **VENCO POWER SWEEPING, INC**

Business Address: **2400 EASTMAN AVE**

POST IN A CONSPICUOUS PLACE
This Business Tax Certificate is issued as an acknowledgment for the payment of a business tax

5 EQUIPMENT LISTING

Equipment/vehicles to be used by Vendor to meet the service requirements of Agreement:

2016 TYMCO 600 REGENERATIVE AIR SWEEPER
2016 TYMCO 600 REGENERATIVE AIR SWEEPER
2016 TYMCO 435 REGENERATIVE AIR SWEEPER
2016 ELGIN Broom Bear MECHANICAL BROOM SWEEPER

WE HAVE SEVERAL BACK UP REGENERATIVE AIR SWEEPERS AND BACK UP Broom SWEEPER AS WELL AS SEVERAL PARKING lot SWEEPERS All EQUIPTED With GPS TRACKING AND REPORTING CAPABILITIES.

VENCO Power Sweeping MEETS All Federal, State AND LOCAL EQUIPMENT REGULATIONS. SEE ATTACHED current Certificate of REARTED Compliance with CARB.

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance
Truck and Bus Regulation

Issued to:

Venco Power Sweeping, Inc
Motor Carrier: USDOT-370822
27 Vehicles Reported

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the Air Resources Board (ARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. ARB hereby finds that the fleet listed above has reported compliance with title 13, California Code of Regulations, section 2025 of the Truck and Bus Regulation. If ARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until **December 31, 2020**

Printed on 2020-01-17

Truck and Bus Fleet Identification
34527

Jack Kitowski
Division Chief, Mobile Source Control Division
California Air Resources Board

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

1.14 References

List at least three (3) persons or firms with whom you have performed similar maintenance services during the past three years. At least two (2) of the references named are to have knowledge of your debt payment history.

REFERENCE NO. 1

Firm: City of Camarillo

Contact Name: LEO ALAMILLO

Title: STREET DIVISION MANAGER

Address: 601 CARMEN DR. CAMARILLO, CA 93010

Telephone & Email Address: 805.388.5338 lalamillo@ci.camarillo.ca.us

Nature and magnitude of purchase, sale, loan, business association, etc.:

STREET AND PARKING LOT SWEEPING $250,000.00 ANNUALLY

REFERENCE NO. 2

Firm: City of Port Hueneme

Contact Name: FRED CAMARILLO

Title: Public Works Director

Address: 746 INDUSTRIAL AVE. Port Hueneme, CA 93041

Telephone & Email Address: 805.986.6507 fcamarillo@ci.Port-hueneme.ca.us

Nature and magnitude of purchase, sale, loan, business association, etc.:

STREET AND PARKING LOT SWEEPING $110,000.00 ANNUALLY

REFERENCE NO. 3

Firm: City of VENTURA

Contact Name: Chris Palmieri

Title: Public Works Supervisior

Address: 501 Poli St. Ventura, CA 93001

Telephone & Email Address: 805.701.1722 cpalmieri@cityofventura.ca.gov

Nature and magnitude of purchase, sale, loan, business association, etc.:

Street and Parking lot sweeping $400,000.00 annually

REFERENCE NO. 4

Firm: MAR-CO EQUIPMENT COMPANY

Contact Name: Greg Bennett

Title: District Sales Rep.

Address: 130 Atlantic St. Pomona, CA 91768

Telephone & Email Address: 909.594.9493 GBENNETT@MARCOEQUIP.COM

Nature and magnitude of purchase, sale, loan, business association, etc.:

Sweeper Parts $100,000.00 annually

REFERENCE NO. 5

Firm: PINKY'S TIRE REPAIR

Contact Name: LEON THROCKMORTON

Title: PRESIDENT

Address: 2878 SHERWIN AVE. VENTURA, CA 93003

Telephone & Email Address: 805.642.0622 JORDON@PINKYSTIRE.COM

Nature and magnitude of purchase, sale, loan, business association, etc.:

Award Agreement A-8230 with Venco Power Sweeping, Inc. for Citywide Sweeping Service

Public Works and Transportation Committee
September 8, 2020

Todd Vasquez-Housley
Environmental Resources Division Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8230 with Venco Power Sweeping, Inc. in the amount not to exceed $1,800,000 for a three-year term ending September 30, 2023 for street sweeping services for citywide streets, alleyways, parking lots and City facilities.

BACKGROUND

- The City of Oxnard outsources all sweeping services:
  - Citywide streets
  - Alleyways
  - Parking lots
  - City facilities
- Regular sweeping required under City's National Pollutant Discharge Elimination System (NPDES) permit issued by State Water Resources Board
- Sweeping days are generally the next business day after the refuse collection schedule

BACKGROUND

- Approximately 21,126 curb miles are swept annually

City of Oxnard Sweeping Agreement	Annual Number of Sweeps	Total Curb Miles Per Sweep	Total Curb Miles Per Month	Total Annual Curb Miles
Residential/Restricted - Bi-Weekly	24	590	1,180	14,160
Less: No Residential/Restricted Sweeping Holiday Weeks	10 Holiday Weeks		(295)	(2,950)
Alleyway – 5th week of Every Month & Holiday Weeks When Residential Sweeping is Suspended	15	~140	140	2,100
Arterial – Bi-Weekly	24	309	618	7,416
Downtown – Weekly	52	7.7	30.8	400.4
Total Annual Curb Miles				**21,126.4**

- Sweeping prevents trash, plant debris and sediment from entering the City's storm drain system

BACKGROUND

- On April 1, 2020, City's Purchasing Division conducted formal solicitation for citywide sweeping services (Bid Number PW20-66)
- Bid information posted on City's website and www.publicpurchase.com
- City received two (2) qualified bid responses prior to the May 13, 2020 deadline
- Venco Power Sweeping, Inc. (Venco) was selected as the lowest responsible bidder

BACKGROUND

Bid results

		VENCO POWER SWEEPING, INC. (RANK: #1)		CLEAN STREET SWEEPING INC. (RANK: #2)	
Description	Total Monthly Curb Miles	Rate Per Curb Mile	Monthly Total Not To Exceed	Rate Per Curb Mile	Monthly Total Not To Exceed
Residential Bi-weekly	1,180	$28.00	$33,040.00	$23.75	$28,025.00
Less Holiday Weeks (no residential sweeping)	295	$28.00	($8,260.00)	$23.75	($7,006.25)
Alleyways - Monthly	140	$28.00	$3,920.00	$27.00	$3,780.00
Arterial Streets Bi-weekly	618	$21.00	$12,978.00	$22.50	$13,905.00
Downtown - Weekly	30.8	$21.00	$646.80	$24.00	$739.20
Number of Weekly Swept Parking Lots	33	-	$2,000	-	$4,472.00
Number of Monthly Swept Parking Lots	30	-	$750.00	-	$1,765.00
Daily Sweeping of Del Norte Facility	-	-	$2,000.00	-	$1,677.00
Daily Sweeping of Surface Streets Surrounding Del Norte Facility	-	-	$1,000.00	-	$2,064.00
MONTHLY FEE NOT TO EXCEED		**$48,074.80**		**$49,420.95**	
Other:		Regular Business Hour Rate	After-Hours/Holiday/ Weekend Rate	Regular Business Hour Rate	After-Hours/Holiday/ Weekend Rate
Hourly Rate for On-Call Sweeping		$110	$125	$120	$150

DISCUSSION

- Venco will provide the following:
  - Regular citywide sweeping
  - Response to on-call emergency sweeping needs
  - Sweeping re-mapping and re-routing
- City does not pay Venco for days sweeping is interrupted (rain, natural disasters, health emergencies, etc.)
- As lowest responsible bidder, City's Public Works Department recommends that Agreement A-8230 be awarded to Venco
- Venco meets all City-required contractual provisions

DISCUSSION

- March 19, 2020: Temporarily suspended residential sweeping services due to COVID-19 pandemic
- July 6, 2020: Resumed residential sweeping services
- August 18, 2020: Temporarily suspended residential sweeping services due to streets heavily parked and on-going COVID-19 pandemic
- Moving forward: Residential sweeping on an as-needed basis until Local Health Emergency is relaxed

FINANCIAL IMPACT

Three (3) year Agreement with Venco is $1,800,000

- Funds are available in the FY 2020-21 Budget:

Program – Fund	Account Number	FY 2020-21 Spending Plan
Street Maintenance – State Gas Tax Fund	181-3103-803.82-09	$152,663
Environmental Resources Enterprise Fund	631-6301-842.82-09	$262,500
Oxnard Transportation Center – Transportation Development Act Fund	213-3110-803.82-09	$1,500
Water Enterprise Fund	601-6010-842.82-09	$1,350
Wastewater Treatment Operating Fund	621-6202-842.82-09	$1,875
Facilities Maintenance Fund	735-7401-852.82-09	$7,800
Other Public Works Programs	Other Divisions with available budget(s)	$22,312
TOTAL		**$450,000**

- Funds will be requested in subsequent fiscal year budgets

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

DATE: September 8, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Letters of Support for Designation of United States Bicycle Route 95 and Clean Mobility Options Grant Application. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the City Manager to:
1. Submit a letter of support for bicycling and non-motorized use by designating United States Bicycle Route 95; and
2. Submit a letter of support for Bike Ventura's Application from California Climate Investments, Clean Mobility Options, for a Community Transportation Needs Assessment, in the City of Oxnard.

BACKGROUND

The United States Bicycle Route System (USBRS) is a national network of numbered bicycle routes. To date, more than 14,000 miles of routes have been established in 26 states. The California Bicycle Coalition and Adventure Cycling Association, with the cooperation of Caltrans, have proposed a coastal route in California be designated as USBR 95, a portion of which runs through the City of Oxnard on Harbor Boulevard, Channel Islands Boulevard, Ventura Road, and Hueneme Road (attached map)

The Clean Mobility Options Voucher Program, Community Transportation Needs Assessment, provides funding from the California Climate Investments, a statewide initiative that aims to reduce greenhouse gas emissions, strengthen the economy, and improve public health and the environment, particularly in disadvantaged communities. Bike Ventura, a local non-profit, submitted a grant application for a Clean Mobility Options, Transportation Needs Assessment, which supports non-motorized use in the City of Oxnard.

DISCUSSION

United States Bicycle Route 95

The American Association of State Highway and Transportation Officials (AASHTO) has recommended that a pacific coast bicycle route corridor through California to be identified as USBR 95, a portion of which is located within the City of Oxnard on Harbor Boulevard, Channel Islands Boulevard, Ventura Road, and Hueneme Road (attached map).

Designating a USBR allows for interstate connections and possibilities for cross-country bicycle travel, bringing out-of-state tourism spending and generating interest in our region. Bicycle tourism is a growing industry, contributing to the economies of communities that provide facilities for tourists. As a City, Oxnard stands to benefit from this opportunity both economically and from the health and environmental related benefits of encouraging bicycle travel in our region.

In order for the route to receive an official designation from AASHTO, it must be acceptable to all of the cities and counties that the route passes in the state, which is documented through a letter of support to Caltrans. Once all California cities and county approvals are in place, Caltrans can apply to AASHTO for official recognition. In our region, the County of Ventura, City of Ventura and City of Santa Barbara have sent letters of support. City Traffic Engineering Staff reviewed the proposed route and found it to be suitable for cyclists, therefore City Staff recommends City Council endorse the nomination of the USBR 95 route for AASHTO designation.

Clean Mobility Options Funding Opportunity

California Climate Investments is a statewide initiative that aims to reduce greenhouse gas emissions, strengthen the economy, and improve public health and the environment, particularly in disadvantaged communities. The initiative included a Clean Mobility Options, Transportation Needs Assessment, funding opportunity. Bike Ventura, a local non-profit who encourages healthy community through equitable bicycle education, empowerment, and advocacy, submitted a grant application for a Clean Mobility Options Transportation Needs Assessment in Oxnard.

Bike Ventura's proposed assessment project will conduct outreach, engagement, and collaboration with disadvantaged community members within the City. A multi-layered community engagement plan will collect feedback from previously underrepresented community members including Mixtec speaking farmworkers and residents who do not have regular internet access. A variety of incentives will be used to encourage participation including free bike repair, free bike lights, and raffles. Also included in Bike Ventura's budget are COVID-19 precaution supplies such as masks, hand sanitizer, and other PPE for the outreach team and participants.

Bike Ventura's goal is to provide the City with data on travel behavior and potential clean mobility options that could be implemented including bicycle and pedestrian enhancements, transit improvements including first and last mile options for rail and bus, and interest in shared-use clean solutions such as electric car share, bike share, and scooter share. The robust public outreach effort will provide the City with feedback from the public, specifically disadvantaged communities, on their travel preferences. The outreach efforts will position the City to better compete for future active transportation grants.

The City is not the lead agency for this project and will not administer any grant funding. If Bike Ventura is awarded the grant voucher, City Staff may attend community outreach meetings and review the proposed recommendations, as their schedules allow. Bike Ventura will provide the City with the completed report for use in preparing future grant applications.

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:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

FINANCIAL IMPACT

There is no financial impact in supporting the USBR 95 designation or supporting Bike Ventura's Grant Application for a Clean Mobility Options Voucher, Community Transportation Needs Assessment, in the City of Oxnard.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. USBR 95 Support Letter
2. Letter of Support Community Transportation Needs Assessment in Oxnard
3. USBR 95 Location Map
4. Cycling Support Presentation

Public Works Department
305 West Third Street, East Wing, Second Floor
Oxnard, California 93030
Tel 805.200.5283

October 6, 2020

Caltrans District 7
Dale Benson, Senior Transportation Engineer
Bicycle and Pedestrian Coordinator
Local Assistance
100 S. Main Street, #12-420
Los Angeles, CA 90012

Re: Letter of Support for United States Bicycle Route 95

Mr. Benson:

The City of Oxnard is pleased to offer this letter of support for the designation of proposed United States Bicycle Route 95 (USBR 95) through our City. The City of Oxnard Public Works & Transportation Committee received a report on USBR 95 on July 14, 2020 and the City Council received a report on July 29, 2020.

The American Association of State Highway and Transportation Officials (AASHTO) has designated a bicycle route corridor through California to be developed as USBR 95 that follows the Pacific Coast. Our City lies within that corridor and we have investigated the proposed route and found it to be suitable for bicycle tourists.

We recognize that bicycle tourism is a growing industry, contributing to the economies of communities that provide facilities for such tourists. As a City, we stand to benefit from this opportunity both economically and from the health and environmental related benefits of encouraging bicycle travel in our region.

The proposed route for USBR 95 will provide a benefit to our residents and businesses and we endorse having the route mapped and signed, promoting bicycle tourism in our area. Therefore the City of Oxnard expresses its support for USBR 95, and requests that the appropriate officials nominate the route for AASHTO designation as soon as this can be achieved.

Sincerely,

Alexander Nguyen
City Manager

cc: Debbie O'Leary, Transportation Planner, City of Oxnard

Public Works Department
305 West Third Street, East Wing, Second Floor
Oxnard, California 93030
Tel 805.200.5283

October 6, 2020

Clean Mobility Options
48 South Chester Avenue
Pasadena, CA 91106

Re: Letter of Support for California Climate Investments, Clean Mobility Options, Bike Ventura's Community Transportation Needs Assessment in the City of Oxnard

To Whom It May Concern:

The City of Oxnard is pleased to offer this letter of support for Bike Ventura's application for a Clean Mobility Options Voucher grant that will fund a Community Transportation Needs Assessment for disadvantaged communities within the City of Oxnard. The proposed Transportation Needs Assessment project will include outreach, engagement, and collaboration with disadvantaged community members within the City.

Bike Ventura will work with the Community Environmental Council (CEC) to identify the full range of clean mobility options that are currently available. If Bike Ventura receives a Community Transportation Needs Assessment voucher, the City of Oxnard is committed to supporting the proposed project by participating in community outreach meetings and reviewing the proposed recommendations.

Thank you for providing grant vouchers to support the development of transformative clean mobility solutions in partnership with disadvantaged communities. We appreciate the opportunity to bring voucher incentive funding to the City of Oxnard.

Sincerely,

Alexander Nguyen
City Manager

cc: Joey Juhasz Lukomski, Executive Director, Bike Ventura
Debbie O'Leary, Transportation Planner, City of Oxnard

US BICYCLE ROUTE 95 (USBR 95) IN OXNARD AREA

Created by:
OXNARD
Geographic Information Systems Division
July 2020

3,900 0 3,900 7,800 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

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

Letter of Support for USBR 95 and Bike Ventura's Grant Application

Public Works and Transportation Committee
September 8, 2020

Tatiana Arnaout
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the City Manager to:

1. Submit a letter of support for bicycling and non-motorized use by designating United States Bicycle Route 95; and
2. Submit a letter of support for Bike Ventura's Application from California Climate Investments, Clean Mobility Options, for a Community Transportation Needs Assessment, in the City of Oxnard.

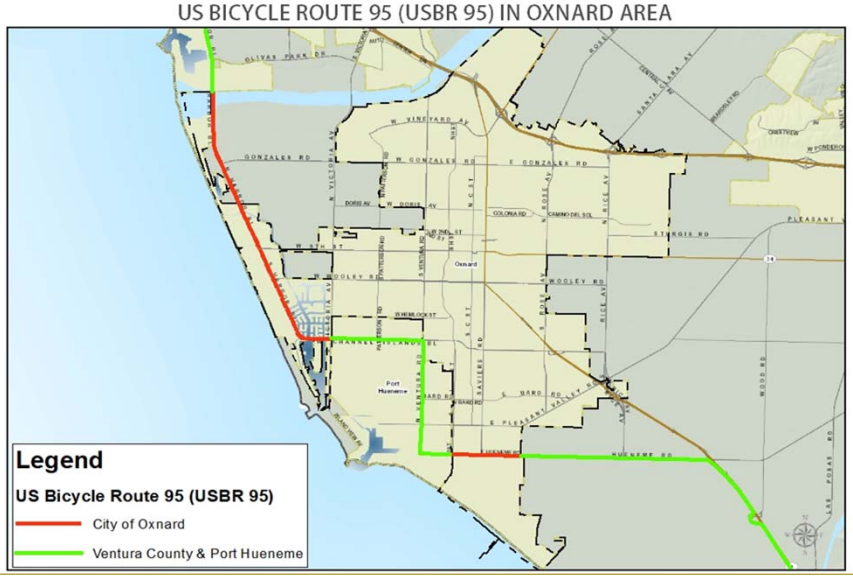
BACKGROUND - UNITED STATES BICYCLE ROUTE SYSTEM

United States Bicycle Route System (USBRS)

- The USBR is a national network of numbered bicycle routes
- More than 14,000 miles of routes have been established in 26 states
- The California Bicycle Coalition and Adventure Cycling Association have proposed a Pacific Coast route in California be designated as USBR 95
- Runs through the City of Oxnard on Harbor Boulevard, Channel Islands Boulevard, Ventura Road, and Hueneme Road

BACKGROUND - UNITED STATES BICYCLE ROUTE SYSTEM

US BICYCLE ROUTE 95 (USBR 95) IN OXNARD AREA



DISCUSSION - UNITED STATES BICYCLE ROUTE SYSTEM

- The American Association of State Highway and Transportation Officials (AASHTO) have designated a USBR
- Provides for interstate connections and possibilities for cross-country bicycle travel, encouraging out-of-state tourism
- Oxnard stands to benefit from this opportunity both economically and from the health and environmental related benefits of encouraging bicycle travel in our region

DISCUSSION - UNITED STATES BICYCLE ROUTE SYSTEM

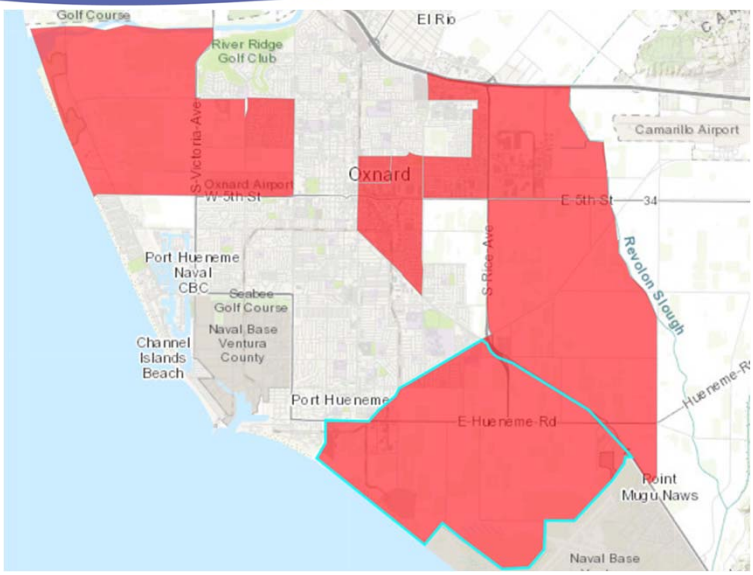
- In order for the route to receive an official designation, it must be acceptable to all of the Cities and Counties the route runs through
- In our region, the County of Ventura, City of Ventura and City of Santa Barbara have sent letters of support
- City Traffic Engineering staff reviewed the proposed route and found it to be suitable for cyclists

BACKGROUND - BIKE VENTURA GRANT APPLICATION

Clean Mobility Options Voucher Grant Program

- Grant Goals:
  - Focus on outreach in disadvantaged communities
  - Improve public health and the environment
  - Reduce greenhouse gas emissions
- Bike Ventura submitted a $50,000 grant application for a Clean Mobility Options, Transportation Needs Assessment, which is a public outreach effort focused on disadvantaged communities in Oxnard
- If successful, Bike Ventura will receive the grant funding
  - The City will not administer the grant funds

BACKGROUND - RED AREAS = DISADVANTAGED COMMUNITIES



DISCUSSION - BIKE VENTURA GRANT APPLICATION

- Project will conduct outreach, engagement, and collaboration with disadvantaged community members with a focus on:
  - Mixtec speaking farmworkers
  - Spanish speakers
  - Residents who do not have regular internet access
- A variety of incentives:
  - Free bike repair
  - Free bike lights
  - Raffles
- COVID-19 precaution supplies will be used: masks, hand sanitizer, and other PPE for the outreach team and participants

DISCUSSION - BIKE VENTURA GRANT APPLICATION

- Bike Ventura Goal is to provide the City with report:
  - Communities voice on their travel behavior
  - Interest in first and last mile options for rail and bus
  - Interest in shared-use clean solutions such as electric car share and bike share
- City Staff will attend community outreach meetings and review the proposed recommendations
- Bike Ventura will provide the City with the completed report for use in preparing future grant applications
- Outreach will be very helpful for City to better understand the communities voice, which will provide more competitive applications for future active transportation grant funding

FINANCIAL IMPACT

There is no financial impact in supporting the USBR 95 designation or supporting Bike Ventura's Grant Application

QUESTIONS?

CITY OF OXNARD CALIFORNIA