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
November 24, 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 November 10, 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: Public Works Department Additional Full-time Equivalent Positions and Position Reclassifications. (10/10/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council in order to meet staffing requirements for purposes including Council approved projects, regulatory compliance, improved customer service, and employee safety:
1. Adopt a Resolution to amend Resolution No. 15,357 authorizing an additional 23 full-time equivalent positions and reclassifying eight (8) full-time equivalent positions pursuant to Chapter 4 of the City Personnel Rules and Regulations;
2. Adopt a Resolution to amend Resolution No. 15,358 authorizing and approving classification and salary schedules pursuant to Chapter 4 of the City Personnel Rules and Regulations; and
3. Authorize the City Manager to approve a budget appropriation in the amount of $638,619 for FY 2020-21 with an annual fiscal impact of $2,595,881 within the General Fund, Stormwater Fund, Landscape Maintenance District Fund, State Gas Tax Fund, Transportation Development Act Fund, Water Operating Fund, Wastewater Collections Fund, Wastewater Treatment Fund, and Solid Waste Operating Fund.

Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

SUBJECT: Agreement for Landscape Maintenance Services for Westport Community Facilities District (CFD) 2. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council:
1. Approve and authorize the Mayor to execute Agreement A-8244 and negotiated contract authorization with Garcia's Landscape Maintenance Inc. in the amount of $686,592 for a three-year term ending December 31, 2023 for landscape maintenance services for Westport CFD 2; and
2. Authorize the City Manager to approve a budget appropriation in the amount of $21,788 from available fund balance in the Westport CFD 2 Fund 175.

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Award Agreement A-8248 to MIG Inc., for Landscape Architecture and Engineering Design Services for Campus Park Activation Project PW 20-95. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council award and authorize the Mayor to execute Agreement A-8248 with MIG Inc., in an amount of $1,099,938.75 for Landscape Architecture and Engineering Design Services for the Campus Park Activation Project PW 20-95 (Project No. 215701).

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
November 10, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 11:02 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. Member Bryan A. MacDonald and Chair Bert E. Perello were present via videoconference; Member Tim Flynn was absent.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Thien Ng, Assistant Public Works Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lawrence Stein (water debt service).

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the October 27, 2020 regular meeting as presented.

It was moved by Member MacDonald, seconded by Chair Perello, to approve the minutes as presented. VOTE: MacDonald and Perello voted in favor; the motion carried 2-0.

D. REPORTS

Public Works Department

1. SUBJECT: Update Report on Enterprise Utility Funds.
   RECOMMENDATION: That the Public Works and Transportation Committee receive and file a report on the City's Enterprise funds for the three (3) utilities - Water, Wastewater and Environmental Resources.

The Assistant Public Works Director gave a report. Public comments were received from Lawrence Stein. Discussion ensued among the Committee and staff. No formal action was required.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

DRAFT

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 11:35 a.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: November 24, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Public Works Department Additional Full-time Equivalent Positions and Position Reclassifications. (10/10/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council in order to meet staffing requirements for purposes including Council approved projects, regulatory compliance, improved customer service, and employee safety:
1. Adopt a Resolution to amend Resolution No. 15,357 authorizing an additional 23 full-time equivalent positions and reclassifying eight (8) full-time equivalent positions pursuant to Chapter 4 of the City Personnel Rules and Regulations;
2. Adopt a Resolution to amend Resolution No. 15,358 authorizing and approving classification and salary schedules pursuant to Chapter 4 of the City Personnel Rules and Regulations; and
3. Authorize the City Manager to approve a budget appropriation in the amount of $638,619 for FY 2020-21 with an annual fiscal impact of $2,595,881 within the General Fund, Stormwater Fund, Landscape Maintenance District Fund, State Gas Tax Fund, Transportation Development Act Fund, Water Operating Fund, Wastewater Collections Fund, Wastewater Treatment Fund, and Solid Waste Operating Fund.

BACKGROUND

Executive Summary

The Public Works Department (Public Works) oversees various divisions, which include three (3) utilities (water, wastewater, and environmental resources), maintenance services, facilities maintenance, fleet services, engineering, traffic maintenance, stormwater, administration and Special Districts, as well as the City's Capital Improvement Plan (CIP). Overall, the department oversees a budget of approximately $332 million for FY 2020-21, which includes grants, operations, internal service fees and capital improvement projects. Over recent years, Public Works has had to respond to updates to State regulations along with internal City restructuring and reprioritization of City operations.

The department has recognized the need to re-evaluate positions, as well as increase staffing levels to ensure compliance with workload demands, maintain compliance with required regulations and improve efficiencies to further ensure the residents are receiving high quality service levels from the City.

Regulatory Requirements

The Water and Wastewater utilities have had a significant increase in regulation over the past few years. Some of these regulations updates include: Making Water Conservation a California Way of Life (State handbook), Recycled Water Regulations and updated National Pollutant Discharge Elimination System Permit (NPDES) requirements. In addition to regulation updates, the City has been investing in repairing and maintaining the infrastructure at the Oxnard Wastewater Treatment Plant (OWTP) to improve the functionality and reliability of the system.

As part of making sure that the department is current on all regulations, the Public Works is requesting a Health/Safety/Training Officer to be dedicated to Public Works. With over 475 employees currently, performing a wide variety of functions, maintaining an appropriate safety program is essential. While this position will be dedicated to Public Works, it will reside in Human Resources to ensure consistency in enforcing health and safety regulations.

Customer Service Levels

The Environmental Resources (ER) Division has had an increased volume of calls at the Customer Service Call Center located at the Del Norte Recycling Center. This uptick in customer service related calls has resulted in a decrease in customer service response capabilities. The ER Division strives to provide excellent customer service, reduce call waiting times and ensure residents are receiving desired levels of service.

Maintenance Service Levels

In a recent reorganization of City resources, it was determined that the City would minimize contracts with outside vendors for maintenance and custodial services of the City's eight (8) fire stations and in turn, the Public Works Facilities Division would oversee and maintain those buildings. As a result, the Facilities Division is now responsible for the maintenance of 55 City buildings, up from 47.

Capital Improvements

Past budget cuts and deferred maintenance have resulted in a surge of Capital Improvement Projects being designed and constructed in recent years and this will continue into the foreseeable future. A requirement of all construction projects is that a Construction Inspector be present at job sites to oversee and verify that the work is being done properly and safely. This ensures compliance with State Building Codes and contract specifications, as well as to ensure that the City is receiving quality work from the contractors. The current Construction Inspectors are spread thin and must rotate often from site to site. If this trend continues, Public Works either needs to hire more consultants, or more staff. Not taking one of these actions would negatively impact the overall quality of the inspection program, as the inspectors may not have adequate time at each site for thorough inspections. Conversely, the lack of inspectors can lead to a delay in project completion if they are unable to visit the needed sites and conduct thorough inspections.

All positions being requested herein are to ensure that the City is compliant with all regulations, properly balance workloads amongst staff and ensure that the residents receive high quality service from the department. Being able to perform these inspection with City staff is more economical than using consultants, provided that there is sufficient workload to keep staff busy, where there is.

Special Districts

Special Districts is requesting one (1) Financial Analyst II to assist this division by providing budgetary support to staff, including complex revenue analysis. This division oversees a budget of approximately $16 million, with services delivered through a variety of districts and district types. When this district resided in the Finance Department, there were Financial Analysts available to provide support.

Public Communication

Public Works delivers as large variety and quantity of projects and services. The City only has one Communications Manager, and one person simply cannot provide all the public information services that the department requires. Not having a good departmental public communication program means that our web page is sorely outdated, project progress is not posted as quickly or attractively as it could be, projects are not shared and celebrated when they begin or are completed. Overall, the public does not know enough about what the department is doing to both improve and maintain their infrastructure. While this position will be dedicated to Public Works, it will reside under the City Manager's Office and overseen by the Communications Manager. This will keep messaging consistent in style and frequency.

Financial Impact

The annual cost of adding 23 FTEs is $2,390,926, and $204,955 for the reclassification of eight (8) positions for a total of $2,595,881. These are detailed by fund in the Financial Impact section of this report.

DISCUSSION

Public Works has reviewed current operations and recognized the need to re-visit department staffing which includes the addition of some positions and the reclassifying of other current positions. This is necessary in order to maximize efficiencies, align with industry best practices and stay on track with existing project schedules. Public Works has worked collaboratively with Finance and Human Resources to identify areas that require changes in order to successfully achieve operational and administrative goals.

The proposed solution includes a request to add 23 full-time equivalent (FTE) positions and to reclassify eight (8) existing FTE positions. The funding for the additional 23 FTE positions will consist of 16.50 from the utility funds (Water, Wastewater and Environmental Resources), one (1) from the Special Districts fund, four (4) from the Facilities Maintenance fund, one-half (0.50) from the Transportation Development Act fund and one (1) to be split among the General Fund and the three (3) utility funds. The following provides more information on these requests for each respective division.

ENVIRONMENTAL RESOURCES

The Environmental Resources (ER) Division currently has a total of 173 FTEs throughout its operations. As part of this total, 28 FTEs are in the ER Operations section and provide administrative and customer service duties including but not limited to cash handling, customer call center, accounts payable and accounts receivable for ER. The request for four (4) additional FTEs would bring the count to 32 FTEs in this section of ER.

On April 14, 2020, the ER Division Cash Handling Report (Report) was presented by Price, Paige and Company to the Finance and Governance Committee and to the City Council on May 19, 2020. This Report

recommended additional staff resources to handle the significant volume of cash transactions at the Del Norte Regional Recycling & Transfer Station.

Environmental Resources Operations

(3) Customer Service Representative II: These positions will assist with service calls and requests which will help address the increasing call volumes that the Customer Service Call Center receives daily, thus leading to reduced call waiting times for customers and residents. We have received complaints from customers about the long wait time on calls and managers have called into the Customer Service Call Center and experienced the same issues as we heard in the complaints.

(1) Account Clerk III: This position will assist with cash handling and reconciliation, internal controls and monthly reporting. The addition of these positions will ensure that sufficient staff resources are available to handle the volume of cash transactions and workload necessary to maintain adequate internal controls and recordkeeping.

All positions identified to support ER will be funded through the Environmental Resources Operations Fund.

WATER OPERATIONS

The Water Operations Division currently has a total of 56 FTEs throughout its operations. As part of this total, eight (8) FTEs are in the Water Production section which is responsible for the operations of the City's water desalter, six (6) blending stations, and 10 extraction wells. Also within the Water Operations Division is the Water Conservation section. This group oversees the City's conservation efforts and community outreach. They are responsible for ensuring compliance with State Regulations surrounding water conservation, reporting requirements, and the development of key documents surrounding the City's water supply and usage. Water conservation regulation are increasing in response to California's long standing water supply issues. The request for four (4) additional FTEs would bring the count to 60 FTEs in Water Operations.

Water Production

The Water Production section is requesting three (3) new FTEs which will include: one (1) Supervisory Control and Data Acquisition (SCADA) Programs Supervisor; one (1) Electrician Instrumentation Technician; and one (1) Senior Water Mechanic. Currently, Water Production has eight (8) FTEs. The request for three (3) FTEs would bring the count to 11 FTEs.

Currently, Water Production does not have a maintenance group and relies solely on contractors to perform routine maintenance activities. The addition of three (3) positions will allow the Water Division to create a maintenance group and develop and implement routine equipment maintenance programs. This will save the ratepayers money because staff can perform these activities at a lower cost.

(1) Supervisory Control and Data Acquisition (SCADA) Programs Supervisor: The Water Division relies solely on a contract to perform repairs, maintenance, programming and software and licensing updates on the Water Division's SCADA and Programmable Logic hardware and software. These programs control the security and automation for water treatment, water production, data recording, alarms, remote monitoring/access and water disinfection. This outsourcing has become difficult due to lack of local

vendors. With the implementation of the new recycled water aquifer storage and recovery (ASR) program, the water treatment operation will become more complex and will require quicker response to ensure proper operation and continuous monitoring to comply with the permit.

(1) Electrician Instrumentation Technician: This position will perform routine electrical equipment maintenance, equipment calibration and repairs.

(1) Senior Water Mechanic: This position will perform routine maintenance, repairs, calibrations and replacements for the booster pumps, chemical pumps, analyzers, well pumping system motors and control valves.

Water Conservation

The Water Conservation section is requesting one (1) new FTE that would be a Water Conservation & Outreach Supervisor. Currently Water Conservations has two (2) FTEs. The request for one (1) FTE would bring the count to three (3) FTEs.

(1) Water Conservation & Outreach Supervisor: This position will manage the current water conservation team and to comply with the State water conservation laws (SB 606 & SB 1668) reporting requirements. Per the State laws, the Water Shortage Contingency Plan & Urban Water Management Plans are due July 2021. The Water Shortage Assessment Annual Report is due June 2022. These reports are required to be updated periodically.

All positions identified above to support the Water Division will be funded through the Water Operations Fund.

RECYCLED WATER

The Recycled Water Section currently has four (4) FTEs. This section is responsible for the operation and maintenance of the City's Advanced Water Purification Facility (AWPF) which supports the City's water recycling program by further treating effluent from the Oxnard Wastewater Treatment Plant to meet State requirements for reuse including groundwater injection and agricultural irrigation. The ASR project is permitted and soon to begin construction, followed by a period of from 12-18 months of continuous injection, extraction and monitoring 24/7. Once that period is completed and the final permit is received, the AWPF will permanently be under continuous 24/7 operation. The request for five (5) FTEs would result in a final FTE count of nine (9) for Recycled Water. Requested positions include: one (1) AWPF Operations Manager/Chief Plant Operator; one (1) Senior Advanced Water Treatment Operator; two (2) Advanced Water Treatment Operator III positions; and one (1) Treatment Plant Electrician.

The Groundwater Recovery Enhancement and Treatment (GREAT) program combines wastewater recycling and reuse; groundwater injection, storage and recovery to provide regional water supply solutions to the City of Oxnard. The program also includes the delivery of recycled water for agricultural irrigation and groundwater recharging, and provides a brackish water byproduct that can be used to help restore vital local coastal wetlands.

The waste discharge requirements (WDR) and the water reclamation requirements (WRR) for the groundwater recharge, enhancement, and treatment (GREAT) program, aquifer storage and recovery (ASR) and non-potable reuse (ORDER R4-2020-0051) states:

"Article XII, Paragraph L - The Project Sponsor shall always properly operate and maintain all treatment facilities and control systems (and related appurtenances) which are installed or used by the Project Sponsor to achieve compliance with the conditions of this Order. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls (including appropriate quality assurance procedures).

Article XVI, paragraph J - The Project Sponsor shall adequately staff the AWPF with operators and describe their staffing hours, shifts, and certifications in the Operation Optimization Plan (OOP). The AWPF operators must have the Advanced Treatment Certification when available, in consultation with the Division of Drinking Water (DDW) and the Regional Water Board."

(1) AWPF Operations Manager/Chief Plant Operator: This position is being requested to oversee the Advanced Water Purification Facility (AWPF) operations, maintenance and regulatory compliance.

(1) Senior Advanced Water Treatment Operator: This position will perform, oversee, and delegate the daily functions of the AWPF operations.

(2) Advanced Water Treatment Operator III: These two (2) positions will carry out daily AWPF operations.

(1) Treatment Plant Electrician: This position will perform technical maintenance activities such as calibration of equipment and electrical component configuration and repairs.

Additionally, reclassification requests have been identified for the following approved positions to align with the WRR and WDR requirements listed above:

(2) Advanced Water Treatment Operator III: Reclass two (2) Wastewater Operators to carry out daily AWPF operations. These positions are currently budgeted under the AWPF and would require reclassification to meet the WDR, and WRR requirements listed above.

(1) Senior Advanced Water Treatment Mechanic: Reclass from current position titled Sr. Wastewater Mechanic to carry out mechanical repairs and maintenance of equipment at the AWPF. This position is to be in alignment with the Sr. Water Mechanic classification.
All positions identified to support the Recycled Water subdivision will be funded through the Water Operations Fund.

WASTEWATER

The Wastewater Division currently has 73.5 FTE positions and is responsible for the operations and maintenance of the OWTP, 15 sewer lift stations, four (4) stormwater lift stations, 405 miles of sewer collection pipe, and 375 miles of storm water collection pipe. This Division is also responsible for ensuring the City meets all reporting and compliance requirements with NPDES permit and Municipal Separate Storm Sewer System (MS4) permit, both of which are issued by the Los Angeles Regional Water Quality Control Board on behalf of the State of California.

The Wastewater Division is requesting a total of one half (0.5) new FTE position which will include one half (0.5) Wastewater Collections Operator I

Wastewater Collections

The Wastewater Collections section is requesting one half (0.5) new FTEs which will include: one half (0.5) Wastewater Collections Operator I. Currently Wastewater Collections has 12 FTEs. The request for one half (0.5) FTEs would bring the count to 12.5 FTEs

(0.5) Wastewater Collections Operator I: This position will maintain and clean sewer pipeline within the Oxnard collection system, mitigate flooding during the wet weather season, respond to resident odor complaints and general sewer inquiries.

Reclassifications: Wastewater Division requests to have three (3) FTE positions reclassified as follows: (1) Source Control Inspector; (1) Source Control Technician; and one (1) Data Entry Operator I.

(2) Wastewater Environmental Specialist: Reclass one (1) Source Control Inspector and one (1) Source Control Technician to two (2) Wastewater Environmental Specialists that will not only be inspecting/permitting new restaurants, automotive shops, and laundromats, but also commercial and industrial facilities, to align with the City's NPDES and MS4 permits.

(1) Administrative Secretary II: Reclass one (1) Data Entry Operator I that historically supported the Wastewater Collection group with the preparation, sorting, and input of paper based sewer work orders. The sewer work order system has now been digitized and no longer requires the paper based system. Reclassification will align the position with the current administrative needs of the division which include: accounts payable, timekeeping duties, personnel assistance, filing, and general office assistance.

All positions identified to support the Wastewater Division will be funded through the Wastewater Operations Fund.

ENGINEERING

The Engineering Division currently has 22 FTEs and is responsible for the design and construction of CIP projects throughout the City. Projects include, but are not limited to, upgrades and improvements to the OWTP, street resurfacing and pipeline replacements throughout the City, installation of new restrooms at City Parks, and the installation of water injection and extraction wells.

Engineering Design & Contract Administration

The Engineering Design & Contract Administration section is requesting two (2) new FTEs which will include: (1) Senior Construction Inspector and (1) Construction Inspector II. Currently Engineering Design & Contract Administration has 22 FTEs. The requested two (2) FTEs would bring the count to 24 FTEs. Using consultants to perform construction inspection is more costly than using staff.

(1) Senior Construction Inspector: The purpose of the Senior Construction Inspector position is to lead the Construction Inspector series. Due to capacity issues, there is a workload on the inspection side that exceeds the capacity of the existing positions. This was an existing budgeted position in the past that was eliminated due to funding. The City has a sufficient amount of funded capital projects and the workload to necessitate this position. The Senior Construction Inspector would be responsible for supervising the Construction Inspector I/IIs and assigning them to Capital Projects as well as on-call task order projects as needed.

(1) Construction Inspector II: Engineering has taken over the approval of project scope and the inspection of maintenance and repair on-call contracts, there has been a surge in the demand for inspection work that requires one full time Construction Inspector to be dedicated to this type of work. Currently, there are two (2) options, which are to have Construction Inspectors travel back and forth from Capital Projects to the on-call repairs which places the City at risk of not properly being able to inspect either job; or use consulting firm support for inspection which comes at 2 to 3 times the cost of having the position in-house. The addition of this position will ensure that contractors are being observed full-time and ensuring that all work is completed in accordance with City (or any other agency) standard, processes and procedures; thereby, saving the City and ratepayers money and reducing potential exposure to liability. This change in approach is already saving money and reducing problems by having trained inspectors oversee contractors, rather than operations staff. It also frees operations staff to do the work they are certified to do.

These positions will be funded jointly through the Water, Wastewater, and ER Operations funds and charged back to Capital Projects as appropriate.

SPECIAL DISTRICTS

The Special Districts Division currently has a total of seven (7) FTEs to support its operations. Special Districts oversee the operations and maintenance of 43 unique districts throughout the City. The request for one (1) additional FTE would bring the count to eight (8) FTEs for this division.

(1) Financial Analyst II: This position will assist in overseeing an approximately $16 million Special Districts' budget that services four (4) Community Facilities Districts, 36 Landscape Maintenance Districts, one (1) Maintenance Assessment District and two (2) Waterway Assessment Districts. This position will provide budgetary support to staff including complex revenue analysis along with other financial analysis studies. Special Districts does not have any dedicated staff to assist with the financial support as it was previously under the Finance Department and it is critical to its operation to add this position.

Funding for this position for half a year has been assessed in the respective levies with the landscape maintenance districts but will require a budget appropriation in the Special Districts Administration Fund 172 for the actual position.

FACILITIES MAINTENANCE

The Facilities Maintenance Division currently has a total of 28 FTEs to support the maintenance and cleaning of City facilities. The request for four (4) additional FTE would bring the count to 32 FTEs for this division. The Facilities Maintenance Division is requesting four (4) new FTEs which will include two (2) Senior Custodians and two (2) Maintenance Worker II positions.

(2) Senior Custodian: Currently, there is one (1) Custodial Supervisor overseeing 11 custodians who provide services at various City buildings. The current structure does not allow the supervisor to properly manage the group; therefore, having two (2) Senior Custodians would allow the supervisor to better distribute and delegate work orders and provide direction to senior custodians in order to effectively manage custodian staff.

(2) Facilities Maintenance Worker II: In Fiscal Year 2020-21, the Facilities Division took over the maintenance of eight (8) fire stations. The Maintenance Worker performs a full array of duties including

skilled and semi-skilled tasks; performs routine preventive maintenance; repairs to mechanical systems; generates and maintains records and logs of work orders; performs various tasks involving carpentry, painting, plumbing and heating, electrical and mechanical work.

Reclassification: Facilities Maintenance Division requests to have one (1) Senior Facilities Maintenance Worker reclassified.

(1) Facilities Maintenance Supervisor: Reclass one (1) Senior Facilities Maintenance Worker which is currently vacant to one (1) Facilities Maintenance Supervisor. The Facilities Supervisor would assist the Division Manager to oversee day-to-day operations and the 12 Maintenance Workers who process nearly 3,000 facility work requests annually.

These positions will be funded from the Facilities Maintenance fund through the existing internal services fees structure which is primarily funded by the General Fund.

STREET MAINTENANCE

The Street Maintenance Division currently has 17 FTEs and is requesting the reclassification of one (1) Administrative Secretary III position to an Administrative Technician position.

(1) Administrative Technician: Reclass one (1) Administrative Secretary III to (1) Administrative Technician which aligns and incorporates the current workload and daily tasks that are performed on a regular basis in the Streets Division.

This reclassification will be funded from the State Gas Tax Fund (181).

PUBLIC WORKS ADMINISTRATION

The Public Works Administration Division currently has a total of 15 FTEs to support the administrative functions for the Public Works Department. This includes procurement, contract management, accounts payable, and budget oversight. The request for one half (0.5) additional FTEs would bring the count to 15.5 FTEs for this division. The Public Works Administration Division is requesting one half (0.5) Account Clerk position.

(0.5) Account Clerk II: The part-time Account Clerk II position will be dedicated to the Oxnard Transit Center (OTC). This position will assist with the day to day operations at the OTC. Previously an employee in Community Development assisted with OTC operations but retired in 2019. The position will be responsible for a full range of financial record keeping transactions including accounts payable, accounts receivable, payroll, utility billing, collection and taxation.

The part-time Account Clerk II position will be funded through the Transportation Development Act (TDA) Article 4 Fund 213.

CITY MANAGER

The Public Works Department is requesting one (1) Communications Coordinator position which will be overseen by the Communications Manager in the City Manager's office. Public Works produces a great volume of projects and services, but does not have someone who is experienced and making sure that these

are shared with the public. A program is necessary to make sure that the public is aware of the work we are doing, upcoming projects and impacts due to projects and photographs of the work, both before and after. There is a lot to be excited about in Public Works. The City only has one Communications Manager, and one person cannot fill all of the needs.

(1) Communications Coordinator: The Communications Coordinator will assist with the development, implementation, and coordination of public relations and community outreach activities within the Public Works Department. This position will be primarily responsible for assisting with strategic planning and development of communications materials for the Public Works Department including the Water, Environmental Resources, and Wastewater Divisions.

The Communications Coordinator will be funded from the General Fund (10%), Water Fund (30%), Wastewater Fund (30%) and Environmental Resources Fund (30%).

HUMAN RESOURCES

The Public Works Department is requesting one (1) Health/Safety/Training Officer position which will be housed in the Human Resources' office. With over 475 current positions, and a wide variety of job functions comes a wide variety of needs to protect employees in the course of their work duties. A department this size needs one FTE dedicated to making sure that employees are trained, tested and monitored, and that we remain abreast of all changes in regulations.

(1) Health/Safety/Training Officer: This position is needed to comply with the CAL OSHA safety regulations and develop written safety and training programs. This will ensure regulatory compliance, keep staff safe from accidents and injuries by working directly through the Human Resources Department. This position will be split with the Water/Recycled Water Division.

The Health/Safety/Training Officer will be jointly funded from the Water (50%) and Wastewater (50%) Operations funds.

SUMMARY

The proposed changes to the current staffing consists of adding 23 new FTE positions and reclassifying eight (8) positions. Exhibit A (Financial Impact Detail) - provides the current home funds as well as the proposed fund splits between the various funds.

Table 1. – Additional FTE Position Requests

No.	Classification Title	Position Count	Division
1	Customer Service Representative II	3.0	Environmental Resources
2	Account Clerk III	1.0	Environmental Resources
3	SCADA Programs Supervisor	1.0	Water
4	Electrician Instrumentation Technician	1.0	Water
5	Senior Water Mechanic	1.0	Water
6	Water Conservation & Outreach	1.0	Water

	Supervisor		
7	AWPF Operations Manager/Chief Plant Operator	1.0	Recycled Water
8	Senior Advanced Water Treatment Operator	1.0	Recycled Water
9	Advanced Water Treatment Operator III	2.0	Recycled Water
10	Treatment Plant Electrician	1.0	Recycled Water
11	Health/Safety/Training Officer	1.0	Human Resources
12	Wastewater Collections Operator I	0.5	Wastewater
13	Senior Construction Inspector	1.0	Engineering
14	Construction Inspector II	1.0	Engineering
15	Financial Analyst II	1.0	Special Districts
16	Senior Custodian	2.0	Facilities Maintenance
17	Facilities Maintenance Worker II	2.0	Facilities Maintenance
18	Account Clerk II	0.5	Public Works Administration
19	Communications Coordinator	1.0	City Manager
	Total	**23.0**	

Table 2. – Position Reclassifications

No.	Existing Classification Title	Position Count	Recommended Classification Title	Position Count
1	Wastewater Operator I	-1	Advanced Water Treatment Operator III	1
2	Wastewater Operator II	-1	Advanced Water Treatment Operator III	1
3	Senior Wastewater Mechanic	-1	Senior Advanced Water Treatment Mechanic	1
4	Source Control Technician	-1	Wastewater Environmental Specialist	1
5	Source Control Inspector	-1	Wastewater Environmental Specialist	1
6	Data Entry Operator I	-1	Administrative Secretary II	1
7	Senior Facilities Maintenance Worker	-1	Facilities Maintenance Supervisor	1
8	Administrative Secretary III	-1	Administrative Technician	1
	Total	**-8**	**Total**	**8**

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 annual cost for this restructuring is $2,595,881 of which $2,390,926 is for the addition of 23 full time equivalent employees and $204,955 is for the reclassification of eight (8) existing positions. The total cost for FY 2020-21 is approximately $638,619, prorated for the current fiscal year. The anticipated effective date for recruitment and actual onboarding of requested new positions is April 1, 2021 (three (3) months of current fiscal year). The effective date for requested reclassifications is January 1, 2021 (six (6) months of current fiscal year). Budget appropriations are required from each respective available fund balance, with exception of Facilities Fund. There are sufficient available fund balances to fund this restructuring. There is no fiscal impact in the Facilities Maintenance Fund for FY2020-21 due to a cost savings impact of approximately $87,386 from the vacant Facilities Maintenance Services Manager position from July 1, 2020 to December 31, 2020. The financial impact detail for these requests is listed in Exhibit A (Financial Impact Detail) by position and fund.

Table 3. - Fiscal Impact

No.	Fund	Fund Description	Annual Cost	FY 2020-21 Cost
1	101	General Fund	$7,000	$1,750
2	114	Stormwater Fund	-$42,571	-$21,286
3	172	Landscape Maintenance District Fund	$104,000	$26,000
4	181	State Gas Tax Fund	$5,000	$2,500
5	213	TDA LTF 4 Fund	$29,000	$7,250
6	601	Water Operating Fund	$1,569,334	$423,975
7	611	Wastewater Collections Fund	$83,422	$25,171
8	621	Wastewater Treatment Fund	$272,446	$91,566
9	631	Solid Waste (ER) Operating Fund	$326,771	$81,693
10	735	Facilities Maintenance Fund	$241,479	$0
TOTAL			**$2,595,881**	**$638,619**

Prepared by: Tatiana Arnaout, City Engineer, Brian Yanez, Assistant Public Works Director, Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. Amended Reso 15357 PW Position
2. Amended Reso 15358 PW Classification
3. Budget Appropriation
4. Exhibit A - Financial Impact Detail
5. New PW FTE Requests Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 15,357 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS. Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification: and

WHEREAS, the City Council has reviewed the revisions and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE. the City Council of the City of Oxnard resolves to amend Resolution No. 15,357 with the following changes to the adopted FY 20/21 position allocations as specified, subject to approval of a budget appropriation for the revised allocation:

Department	Title	Adopted 20/21	Proposed Change	New Allocation
City Manager	COMMUNICATIONS COORDINATOR	0	+1	1
Human Resources	HEALTH/SAFETY/TRAINING OFFICER	0	+1	1
Public Works Environmental Resources	ACCOUNT CLERK III	0	+1	1
	CUSTOMER SERVICE REPRESENTATIVE II	10	+3	13
Facilities Maintenance Services	FACILITIES MAINTENANCE SUPERVISOR (RECLASS)	0	+1	1
	FACILITIES MAINTENANCE WORKER II	4	+2	6
	SR. CUSTODIAN	0	+2	2
	SR. FACILITIES MAINTENANCE WORKER	3	-1	2
Maintenance Services	ADMINISTRATIVE TECHNICIAN (RECLASS)	0	+1	1
	ADMINISTRATIVE SECRETARY III	1	-1	0
Public Works Administration	ACCOUNT CLERK II	2	+0.50	2.5
Special Districts	FINANCIAL ANALYST II	0	+1	1
Engineering and Maint. Services	SR CONSTRUCTION INSPECTOR	0	+1	1
	CONSTRUCTION INSPECTOR II	2	+1	3
Water Operation	SCADA/PROGRAMS SUPERVISOR	0	+1	1
	ELECTRICIAN/INSTRUMENTATION TECH	0	+1	1
	SENIOR WATER MECHANIC	0	+1	1
	WATER CONSERVATION & OUTREACH SUPERVISOR	0	+1	1

Recycle Water	AWPF OPERATIONS MANAGER/CHIEF PLANT OPERATOR	0	+1	1
	SR. ADVANCED WATER TREATMENT OPERATOR	0	+1	1
	TREATMENT PLANT ELECTRICIAN	0	+1	1
	ADVANCED WATER TREATMENT OP III	0	+2	2
	ADVANCED WATER TREATMENT OP III (RECLASS)	0	+2	2
	WASTEWATER OPERATOR I	1	-1	0
	WASTEWATER OPERATOR II	1	-1	0
	SR. ADV WATER TREATMENT MECHANIC (RECLASS)	0	+1	1
	SR. WASTEWATER MECHANIC	1	-1	0
Storm Water	SOURCE CONTROL TECHNICIAN	1	-1	0
Wastewater Collection	DATA ENTRY OPERATOR II	1	-1	0
	WASTEWATER ENVIRONMENTAL SPECIALIST (RECLASS)	3	+2	5
	SOURCE CONTROL INSPECTOR II	1	-1	0
	WASTEWATER COLLECT OPERATOR I	2.5	+0.5	3
Wastewater Treatment	ADMIN SECRETARY I/II (RECLASS)	0	+1	1
GRAND TOTAL		33.5	23	56.5

PASSED AND ADOPTED this 15th day of DECEMBER 2020, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 15,358 AUTHORIZING AND APPROVING CLASSIFICATION AND SALARY SCHEDULES PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, Chapter 4, Article 4.5 of the City of Oxnard Personnel Rules and Regulations requires that the City of Oxnard classification listing all classes of positions in the general city service be established by resolution of the City Council; and,

WHEREAS, Chapter 4, Article 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification; and,

WHEREAS, Chapter 4, Article 4.8 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager shall recommend to the City Council the creation of a new or additional position allocated to an existing class whenever possible; otherwise, the City Manager shall recommend to the City Council the creation of a new classification; and,

WHEREAS, Chapter 4, Article 4.9 of the City of Oxnard Personnel Rules and Regulations requires City Council approval to establish a new classification title and salary range.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Exhibit "A" of Resolution No. 15,358 in accordance with Chapter 4, Articles 4.5, 4.7, 4.8 and 4.9 of the City of Oxnard Personnel Rules and Regulations, by adding the following eight (8) classifications and establishing salary ranges for those classifications effective December 15, 2020:

Salary Grade	Classification Title	FLSA Status	Union Code	Compensation Frequency	Hourly (H)/ Salary (S) Range
M19	SCADA Programs Supervisor	E	OMMA	Salaried	$ 59,736.98 – 100,263.70 (S)
BGJ 104	Senior Water Mechanic	NE	IUOE	Hourly	$ 27.8464 – 37.5329 (H)
M19	Water Conservation & Outreach Supervisor	E	OMMA	Salaried	$ 59,736.98 – 100,263.70 (S)
M62	AWPF Operations Manager/Chief Plant Operator	E	OMMA	Salaried	$ 86,715.62 – 150,039.76 (S)
BIR 129.5	Senior Advanced Water Treatment Operator	NE	IUOE	Hourly	$ 35.9402 – 48.4423 (H)
BHM 115	Advanced Water Treatment Operator III	NE	IUOE	Hourly	$31.2523 – 42.1238 (H)
BGJ 104	Senior Advanced Water Treatment Mechanic	NE	IUOE	Hourly	$ 27.8464 – 37.5329 (H)

M14	Communications Coordinator	E	OMMA	Salaried	$ 56,395.87 - $94,918.10 (S)

PASSED AND ADOPTED this December 15, 2020, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

REQUEST FOR BUDGET APPROPRIATION

Department: Public Work/Special Distri **Date:** December 15, 2020
Project/Program Manager: Rosemarie Gaglione **Phone:** 805-385-8281

Reason for Appropriation:
Budget appropriation for Public Works restructure for new FTE and reclassification requests.

Accounts and Descriptions		AMOUNT
Fund: 101-GENERAL FUND		
Expenditures/Transfers Out		
101-5701-805-8001	Personnel Services - Direct Labor - Regular	1,225
101-5701-805-8041	Personnel Services - Employee Benefits	525
	Sub-total Expenditures	1,750
	Net Change to Fund Balance	**(1,750)**
Fund: 114-Stormwater		
Expenditures/Transfers Out		
114-3501-804-8001	Personnel Services - Direct Labor - Regular	(14,900)
114-3501-804-8041	Personnel Services - Employee Benefits	(6,386)
	Sub-total Expenditures	(21,286)
	Net Change to Fund Balance	**21,286**
Fund: 172-Special Districts		
Expenditures/Transfers Out		
172-1606-805-8001	Personnel Services - Direct Labor - Regular	18,200
172-1606-805-8041	Personnel Services - Employee Benefits	7,800
	Sub-total Expenditures	26,000
	Net Change to Fund Balance	**(26,000)**
Fund: 181-STATE GAS TAX		
Expenditures/Transfers Out		
181-5704-803-8001	Personnel Services - Direct Labor - Regular	1,750
181-5704-803-8041	Personnel Services - Employee Benefits	750
	Sub-total Expenditures	2,500
	Net Change to Fund Balance	**(2,500)**
Fund: 213-TRANSPORTATION DEVELOPMENT ACT - LTF 4		
Expenditures/Transfers Out		
213-3110-803-8001	Personnel Services - Direct Labor - Regular	5,075
213-3110-803-8041	Personnel Services - Employee Benefits	2,175
	Sub-total Expenditures	7,250

BA# (Finance Use Only)_____ BA Doc# (Finance Use Only)_____ Revised : 2/23/2012
REQUIRES CITY COUNCIL AUTHORIZATION

	Net Change to Fund Balance	**(7,250)**

Fund: 601-WATER OPERATING

Expenditures/Transfers Out

601-6001-841-8001	Personnel Services - Direct Labor - Regular	69,704
601-6001-841-8041	Personnel Services - Employee Benefits	29,873
601-6010-841-8001	Personnel Services - Direct Labor - Regular	31,450
601-6010-841-8041	Personnel Services - Employee Benefits	13,478
601-6011-841-8001	Personnel Services - Direct Labor - Regular	24,636
601-6011-841-8041	Personnel Services - Employee Benefits	10,558
601-6012-841-8001	Personnel Services - Direct Labor - Regular	170,993
601-6012-841-8041	Personnel Services - Employee Benefits	73,283
	Sub-total Expenditures	423,975
	Net Change to Fund Balance	**(423,975)**

Fund: 611-WASTEWATER COLLECTIONS

Expenditures/Transfers Out

611-6101-841-8001	Personnel Services - Direct Labor - Regular	6,042
611-6101-841-8041	Personnel Services - Employee Benefits	2,589
611-6103-841-8001	Personnel Services - Direct Labor - Regular	11,578
611-6103-841-8041	Personnel Services - Employee Benefits	4,962
	Sub-total Expenditures	25,171
	Net Change to Fund Balance	**(25,171)**

Fund: 621-WASTEWATER TREATMENT

Expenditures/Transfers Out

621-6205-841-8001	Personnel Services - Direct Labor - Regular	64,096
621-6205-841-8041	Personnel Services - Employee Benefits	27,470
	Sub-total Expenditures	91,566
	Net Change to Fund Balance	**(91,566)**

Fund: 631-SOLID WASTE OPERATING

Expenditures/Transfers Out

631-6301-841-8001	Personnel Services - Direct Labor - Regular	57,185
631-6301-841-8041	Personnel Services - Employee Benefits	24,508
	Sub-total Expenditures	81,693
	Net Change to Fund Balance	**(81,693)**
	Net Appropriation Change	**638,619**

Approvals

Department Director _____

Chief Financial Officer _____

BA# (Finance Use Only)_____ BA Doc# (Finance Use Only)_____ Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

City Manager _____

BA# (Finance Use Only)_____ BA Doc# (Finance Use Only)_____ Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

FY 2020-21 PUBLIC WORKS NEW FTE REQUESTS

REQ NO.	DIVISION	FUND	POSITION TITLE	GRADE	FTE	ANNUAL COST	3-MONTH COST
1	Solid Waste Op	631	CUSTOMER SERVICE REPRESENTATIVE II	A20	3.00	$ 195,000	$ 48,750
2	Solid Waste Op	631	ACCOUNT CLERK III	A27	1.00	$ 75,000	$ 18,750
3	Water Op Fund	601	SCADA/PROGRAMS SUPERVISOR	M19	1.00	$ 150,000	$ 37,500
4	Water Op Fund	601	ELECTRICIAN/INSTRUMENTATION TECHNICIAN	BHF 112.25	1.00	$ 136,888	$ 34,222
5	Water Op Fund	601	SENIOR WATER MECHANIC	BGJ 104	1.00	$ 111,422	$ 27,856
6	Water Op Fund	601	WATER CONSERVATION & OUTREACH SUPERVISOR	M19	1.00	$ 140,779	$ 35,195
7	Recycled Water	601	AWPF OPERATIONS MANAGER/CHIEF OPERATOR	M62	1.00	$ 192,144	$ 48,036
8	Recycled Water	601	SR. ADVANCED WATER TREATMENT OPERATOR	BIR 129.5	1.00	$ 158,335	$ 39,584
9	Recycled Water	601	TREATMENT PLANT ELECTRICIAN	BFU 99	1.00	$ 111,831	$ 27,958
10	W/W Treatment/Water Oprns	601/621	HEALTH/SAFETY/TRAINING OFFICER	M26	1.00	$ 145,587	$ 36,397
11	Recycled Water	601	ADVANCED WATER TREATMENT OP III	BHM 115.0	2.00	$ 261,655	$ 65,414
12	W/W Collect Oprns	611	WASTEWATER COLLECTIONS OP I	BCS 69	0.50	$ 66,159	$ 16,540
13	Special Districts	172	FINANCIAL ANALYST II	M22	1.00	$ 104,000	$ 26,000
14	Facilities Maintenance	735	SR. CUSTODIAN	BBQ 58	2.00	$ 117,000	$ 29,250
15	Facilities Maintenance	735	MAINTENANCE WORKER II	BDE 72	2.00	$ 119,600	$ 29,900
16	Administration	213	ACCOUNT CLERK II	A20	0.50	$ 29,000	$ 7,250
17	Water Op Fund	601	SR CONSTRUCTION INSPECTOR	BIJ 124.5	0.34	$ 36,855	$ 9,214
	W/W Treatment Oprns	621	SR CONSTRUCTION INSPECTOR	BIJ 124.5	0.33	$ 35,771	$ 8,943
	Solid Waste Op	631	SR CONSTRUCTION INSPECTOR	BIJ 124.5	0.33	$ 35,771	$ 8,943
18	Water Op Fund	601	CONSTRUCTION INSPECTOR II	BHK 114.5	0.50	$ 49,065	$ 12,266
	W/W Treatment Oprns	621	CONSTRUCTION INSPECTOR II	BHK 114.5	0.50	$ 49,065	$ 12,266
19	General Fund	101	COMMUNICATIONS COORDINATOR	M14	0.10	$ 7,000	$ 1,750
	Water Op Fund	601	COMMUNICATIONS COORDINATOR	M14	0.30	$ 21,000	$ 5,250
	W/W Treatment Oprns	621	COMMUNICATIONS COORDINATOR	M14	0.30	$ 21,000	$ 5,250
	Solid Waste Op	631	COMMUNICATIONS COORDINATOR	M14	0.30	$ 21,000	$ 5,250
	23.0 NEW FTEs		**TOTAL FTE REQUESTS**		**23.00**	**$ 2,390,926**	**$ 597,732**

FY 2020-21 PUBLIC WORKS FTE RECLASSIFICATION REQUESTS

REQ NO.	DIVISION	FUND	POSITION TITLE	GRADE	FTE	ANNUAL COST	6-MONTH COST
20	Recycled Water	601	ADVANCED WATER TREATMENT OP III	BHM 115.0	2.00	$ 261,655	$ 130,828
	Recycled Water	601	WASTEWATER OPERATOR I	BEE 82	-1.00	$ (66,835)	$ (33,418)
	Recycled Water	601	WASTEWATER OPERATOR II	BFF 92	-1.00	$ (68,255)	$ (34,128)
21	Recycled Water	601	SR. ADV WATER TREATMENT MECHANIC	BGJ 104	1.00	$ 103,818	$ 51,909
	Recycled Water	601	SR. WASTEWATER MECHANIC	BGJ 104	-1.00	$ (103,818)	$ (51,909)
22	W/W Treatment Oprns	621	ADMIN SECRETARY II	A12/A19	1.00	$ 93,818	$ 46,909
	W/W Collect Oprns	611	DATA ENTRY OPERATOR I	A14	-1.00	$ (53,296)	$ (26,648)
23	W/W Collect Oprns	611	WASTEWATER ENV SPECIALIST	BHC 111	2.00	$ 196,408	$ 98,204
	W/W Collect Oprns	611	SOURCE CONTROL INSPECTOR II	BGB 100.5	-1.00	$ (83,278)	$ (41,639)
	W/W Collect Oprns	611	SOURCE CONTROL TECHNICIAN	BFU 99	-0.50	$ (42,571)	$ (21,286)
	Storm Water Mgmnt	114	SOURCE CONTROL TECHNICIAN	BFU 99	-0.50	$ (42,571)	$ (21,286)
24	Streets	181	ADMINISTRATIVE TECHNICIAN	A36	1.00	$ 105,008	$ 52,504
	Streets	181	ADMINISTRATIVE SECRETARY III	A26	-1.00	$ (100,008)	$ (50,004)
25	Facilities Maintenance	735	FACILITIES MAINTENANCE SUPERVISOR	M19	1.00	$ 102,465	$ 51,233
	Facilities Maintenance	735	SR. FACILITIES MAINTENANCE WORKER	BFU 99	-1.00	$ (97,586)	$ (48,793)
	8 RECLASSIFICATIONS					**$ 204,955**	**$ 102,477**
	TOTAL FISCAL IMPACT					**$ 2,595,881**	**$ 700,209**

ADDITIONAL FULL-TIME EQUIVALENT POSITIONS AND POSITION RECLASSIFICATIONS

Presentation to Public Works and Transportation Committee

Rosemarie Gaglione, Public Works Director

November 24, 2020

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

2

That the Public Works and Transportation Committee recommend that the City Council in order to meet staffing requirements for purposes including Council approved projects, regulatory compliance, improved customer service, and employee safety:

1. Adopt a Resolution to amend Resolution No. 15,357 authorizing an additional 23 full-time equivalent positions and reclassifying 8 full-time equivalent positions pursuant to Chapter 4 of the City Personnel Rules and Regulations;

2. Adopt a Resolution to amend Resolution No. 15,358 authorizing and approving classification and salary schedules pursuant to Chapter 4 of the City Personnel Rules and Regulations; and

RECOMMENDATION (continued)

3. Authorize the City Manager to approve a budget appropriation in the amount of $638,619 for FY 2020-21 with an annual fiscal impact of $2,595,881 within the General Fund, Stormwater Fund, Landscape Maintenance District Fund, State Gas Tax Fund, Transportation Development Act Fund, Water Operating Fund, Wastewater Collections Fund, Wastewater Treatment Fund and Solid Waste Operating Fund.

BACKGROUND

Public Works Department oversees various divisions:

- Utilities: Water, Wastewater, Environmental Resources
- Maintenance services
- Facilities maintenance
- Fleet services
- Engineering
- Traffic maintenance
- Stormwater
- Administration
- Special Districts

BACKGROUND

5

Public Works is requesting additional staff to assist in the following areas:

- Meeting State Water and Wastewater regulations
- Improving customer service levels in Environmental Resources, which have dropped due to increased call volumes
- Maintaining service levels while increasing the number of buildings that the Maintenance Division is responsible to take care of

BACKGROUND (continued)

6

Public Works is requesting additional staff to assist in the following areas:

- Proving adequate construction inspection services while Capital improvement projects are moving forward
- Providing financial management support to Special Districts
- Improving communication and the sharing of information about Public Works projects and operations through the additional of a dedicated communications position

DISCUSSION

This request includes an additional 23 full-time equivalent (FTE) positions

Table 1. - Additional FTE Position Requests

No.	Classification Title	Position Count	Division
1	Customer Service Representative II	3.0	Environmental Resources
2	Account Clerk III	1.0	Environmental Resources
3	SCADA Programs Supervisor	1.0	Water
4	Electrician Instrumentation Technician	1.0	Water
5	Senior Water Mechanic	1.0	Water
6	Water Conservation & Outreach Supervisor	1.0	Water
7	AWPF Operations Manager/Chief Plant Operator	1.0	Recycled Water
8	Senior Advanced Water Treatment Operator	1.0	Recycled Water
9	Advanced Water Treatment Operator III	2.0	Recycled Water
10	Treatment Plant Electrician	1.0	Recycled Water
11	Health/Safety/Training Officer	1.0	Human Resources
12	Wastewater Collections Operator I	0.5	Wastewater
13	Senior Construction Inspector	1.0	Engineering
14	Construction Inspector II	1.0	Engineering
15	Financial Analyst II	1.0	Special Districts
16	Senior Custodian	2.0	Facilities Maintenance
17	Facilities Maintenance Worker II	2.0	Facilities Maintenance
18	Account Clerk II	0.5	Public Works Administration
19	Communications Coordinator	1.0	City Manager
	Total	**23.0**	

DISCUSSION

It also includes a request to reclassify 8 current full-time equivalent (FTE) positions:

Table 2.- Position Reclassifications

No.	Existing Classification Title	Position Count	Recommended Classification Title	Position Count
1	Wastewater Operator I	-1	Advanced Water Treatment Operator III	1
2	Wastewater Operator II	-1	Advanced Water Treatment Operator III	1
3	Senior Wastewater Mechanic	-1	Senior Advanced Water Treatment Mechanic	1
4	Source Control Technician	-1	Wastewater Environmental Specialist	1
5	Source Control Inspector	-1	Wastewater Environmental Specialist	1
6	Data Entry Operator I	-1	Administrative Secretary II	1
7	Senior Facilities Maintenance Worker	-1	Facilities Maintenance Supervisor	1
8	Administrative Secretary III	-1	Administrative Technician	1
	Total	**-8**	**Total**	**8**

DISCUSSION

ENVIRONMENTAL RESOURCES (ER)

- Currently has 173 FTEs
- Requesting the addition of four (4) FTEs:
  - (3) Customer Service Representative II - to handle increased call volume
  - (1) Account Clerk III - to assist with cash handling, reconciliations, internal controls and monthly reporting
- Positions to be funded from the Environmental Resources Fund

DISCUSSION

WATER OPERATIONS

- Currently has 56 FTEs
- Requesting the addition of four (4) FTEs:
  - (1) Supervisory Control and Data Acquisition (SCADA) Programs Supervisor - to replace consultant contract
  - (1) Electrician Instrumentation Technician - to perform electrical maintenance
  - (1) Senior Water Mechanic - to perform maintenance
  - (1) Water Conservation & Outreach Supervisor - to assist in complying with water conservation regulations and outreach
- Positions to be funded from the Water Operations Fund

DISCUSSION

RECYCLED WATER (Advanced Water Purification Facility-AWPF)

- Currently has 4 FTEs
- Requesting the addition of (5) FTEs:
  - (1) AWPF Operations Manager/Chief Plant Operator
  - (1) Senior Advanced Water Treatment Operator
  - (2) Advanced Water Treatment Operator III
  - (1) Treatment Plant Electrician
- Positions to meet demand of 24/7 operations at the AWPF

DISCUSSION

RECYCLED WATER (Advanced Water Purification Facility-AWPF) (continued)

- Requesting the reclassification of three (3) existing FTEs:
  - (2) Wastewater Operator to (2) Advanced Water Treatment Operator III
  - (1) Senior Wastewater Mechanic to (1) Senior Advanced Water Treatment Mechanic
- Positions to meet demand of 24/7 operations at the AWPF
- Positions and reclassifications to be funded from the Water Operations Fund

DISCUSSION

WASTEWATER

- Currently has 73.5 FTEs
- Requesting the addition of 0.5 FTE:
  - (0.5) Wastewater Collections Operator I - to help maintain and clean sewer pipelines

DISCUSSION

WASTEWATER
(continued)

- Requesting the reclassification of three (3) existing FTEs:
  - (1) Source Control Inspector/(1) Source Control Technician to (2) Wastewater Environmental Specialists
  - (1) Data Entry Operator I to Administrative Secretary II
- Positions and reclassifications to be funded from the Wastewater Operations Fund

DISCUSSION

15

ENGINEERING

- Currently has 22 FTEs
- Requesting the addition of (2) FTEs:
  - (1) Senior Construction Inspector
  - (1) Construction Inspector II
- Positions will pick up the increased workload in the Construction Inspection section
- These positions to be jointly funded through the Water, Wastewater and Environmental Resources Operations funds; charged back to Capital Projects as appropriate

DISCUSSION

16

SPECIAL DISTRICTS

- Currently has seven (7) FTEs
- Requesting the addition of one (1) FTE:
  - (1) Financial Analyst - to assist with managing and evaluating budgets, perform comprehensive analysis and financial studies
- Position to be funded from the Special Districts Fund which has been assessed in respective levies with landscape maintenance districts

DISCUSSION

FACILITIES MAINTENANCE

- Currently has 28 FTEs
- Requesting the addition of four (4) FTEs:
  - (2) Senior Custodian - to fill gap in supervision
  - (2) Facilities Maintenance Worker II – to assist with the additional workload due to the division adding 8 fire stations to its roster

DISCUSSION

FACILITIES MAINTENANCE
(continued)

- Requesting the reclassification of one (1) existing FTE:
  - (1) Senior Facilities Maintenance Worker to (1) Facilities Maintenance Supervisor - to fill a gap in supervision
- No fiscal impact for FY 2020-21 due to a vacant position
- Positions and reclassifications to be funded from the Facilities Maintenance fund through the existing internal services fees structure which is primarily funded by the General Fund

DISCUSSION

STREET MAINTENANCE

- Currently has 17 FTEs
- Requesting the reclassification of one (1) FTE:
  - (1) Administrative Secretary III to (1) Administrative Technician – to align the job description with the workload
- Reclassification to be funded from State Gas Tax Fund

DISCUSSION

PUBLIC WORKS ADMINISTRATION

- Currently has 15 FTEs
- Requesting the addition of 0.5 part-time FTE:
  - (0.5) Account Clerk II - to assist with the day-to-day operations of the Oxnard Transportation Center
- Part-time position to be funded from Transportation Development Act (TDA) Article 4 Fund

DISCUSSION

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CITY MANAGER's OFFICE

- Requesting the addition of one (1) FTE:
  - (1) Communications Coordinator - to assist with public outreach and development of informational material and media
- Position to be split funded by General Fund (10%), Water Fund (30%), Wastewater Fund (30%) and Environmental Resources Fund (30%)

DISCUSSION

22

HUMAN RESOURCES

- Requesting the addition of one (1) FTE:
  - (1) Health/Safety/Training Officer - to assist with health and safety regulatory compliance for Public Works
- Position to be jointly funded from Water (50%) and Wastewater (50%) Operations Funds

FINANCIAL IMPACT

- Annual cost for all requests is $2,595,881
  - Additional FTE positions: $2,390,926
  - Reclassified positions: $204,955

- FY 2020-21 cost is $638,619
  - Budget appropriations are required from respective available fund balance
  - Anticipated effective date for recruitment and actual onboarding of requested new positions is 4/1/2021
  - Effective date for reclassifications is 1/1/2021

FINANCIAL IMPACT

Table 3.- Fiscal Impact by Fund

No.	Fund	Fund Description	Annual Cost	FY 2020-21 Cost
1	101	General Fund	$7,000	$1,750
2	114	Stormwater Fund	-$42,571	-$21,286
3	172	Landscape Maintenance District Fund	$104,000	$26,000
4	181	State Gas Tax Fund	$5,000	$2,500
5	213	TDA LTF 4 Fund	$29,000	$7,250
6	601	Water Operating Fund	$1,569,334	$423,975
7	611	Wastewater Collections Fund	$83,422	$25,171
8	621	Wastewater Treatment Fund	$272,446	$91,566
9	631	Solid Waste (ER) Operating Fund	$326,771	$81,693
10	735	Facilities Maintenance Fund	$241,479	$0
TOTAL			**$2,595,881**	**$638,619**

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: November 24, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement for Landscape Maintenance Services for Westport Community Facilities District (CFD) 2. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council:
1. Approve and authorize the Mayor to execute Agreement A-8244 and negotiated contract authorization with Garcia's Landscape Maintenance Inc. in the amount of $686,592 for a three-year term ending December 31, 2023 for landscape maintenance services for Westport CFD 2; and
2. Authorize the City Manager to approve a budget appropriation in the amount of $21,788 from available fund balance in the Westport CFD 2 Fund 175.

BACKGROUND

On October 3, 2000, the City Council of the City of Oxnard (City) adopted Resolution No. 11,825, creating Westport CFD 2 to fund on-going landscape maintenance, facility improvements, and incidental costs associated with City property throughout the CFD. On October 24, 2000, the City adopted Ordinance No. 2542, which was amended by Ordinance No. 2592, adopted on February 5, 2002, to levy a special tax on property owners sufficient to pay the costs of the services and incidental expenses relating to the maintenance of Westport CFD 2. These services, including landscaping improvements, add value and enhance the aesthetic qualities of the district.

DISCUSSION

The City's Purchasing Division released a request for bids on Wednesday, September 23, 2020. Bids were returned on October 13, 2020, by Garcia's Landscaping Maintenance, Inc. (Garcia's) and The Groundskeeper, Inc. (Groundskeeper), with Garcia's determined to be the lowest, responsive bidder. The bid award was calculated on the total cost for Service Levels A and B:

Westport CFD 2	Garcia's Landscape	The Groundskeeper
Service Level A	$14,740	$17,690
Service Level B	$10,300	$12,970
TOTAL	**$25,040**	**$30,660**

The general scope of services for this contract will include landscape maintenance. Additional services such as as-needed restroom maintenance and crew rental for replanting projects throughout Westport CFD 2 were not calculated in the bid award.

As an inclusion of the contract, Garcia's staff will be on property five days a week. The Westport CFD 2 will receive Service Level A, which represents services occurring weekly. A Service Level of B generally occurs bi-weekly. See Attachment 5.

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 three (3) year agreement with Garcia's is $686,592. The spending plan for FY 2020-21 is $119,820 with an available budget of $98,032 in account 175-1606-805-8209. Westport CFD 2 will require a budget appropriation from available fund balance in the amount of $21,788 for the remainder of FY 2020-21. Respective funding will be requested in future fiscal years.

There is no impact to the General Fund.

Services	**FY 2021 (6 mo.)**	**FY 2022**	**FY 2023**	**FY 2024 (6 mo.)**	**Total**
Landscape Maintenance	$88,440	$178,650	$182,226	$92,016	$541,332
Restroom Maintenance	$16,380	$33,090	$33,750	$17,040	$100,260
Crew Rental for Replanting Projects	$15,000	$15,000	$15,000	$0	$45,000
Total	**$119,820**	**$226,740**	**$230,976**	**$109,056**	**$686,592**

Prepared by: Jeri Cooper, Special Districts Project Manager

ATTACHMENTS

1. A-8244 Trade Services Agreement - Garcia's Wesport 2021-2023
2. NSS Justification - Westport CFD 2
3. Budget Appropriation - A-8244
4. Special Districts Map and Legend
5. Service Levels
6. Garcia's Westport Presentation

Agreement No. A-8244

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: January 1, 2021

(2) Vendor: Garcia's Landscaping Maintenance, Inc.

(3) Services: Landscape and Maintenance Services in Westport Community Facilities Districts (CFD) 2

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

(5) Agreement Ending Date: December 31, 2023

(6) Total Agreement Amount: $686,592

(7) City's Project Manager: Jeri Cooper, Special Districts Project Manager

(8) Vendor's Project Manager: Tenley Garcia

(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.
X 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:

Garcia's Landscaping Maintenance Inc.
2101 Hughes Drive
Oxnard, CA 93033
Attn: Tenley Garcia, Secretary

FOR CITY:

Public Works – Special Districts Division
300 W. Third Street
Oxnard, CA 93030
Attn: Jeri Cooper, Project Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Tenley Garcia, Secretary

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

Jeri Cooper, Project Manager

Jeri.Cooper@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:

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

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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.

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.

a. 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.

b. 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.

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 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.

b. 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.

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 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.

d. 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.

e. 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.

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, 2021, 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.

a. 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.

b. 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.

c. 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.

d. 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
☐ Patricia Garcia, Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

GARCIA'S LANDSCAPING MAINTENANCE, INC.

Pablo Garcia, President Date

Tenley Garcia, Secretary 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.

SCOPE OF SERVICES EXHIBIT

Scope of Service includes General and Special Provisions as detailed in the following pages.

CITY INFORMATION

17. GENERAL INFORMATION

The City of Oxnard, incorporated as a general law city in 1903, is located about sixty miles west of the Los Angeles Civic Center and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City of Oxnard has a population of slightly more than 200,000 residents and its corporate limits cover an area of about 32 square miles.

18. TERM

The period of performance anticipated for this solicitation and shall be for Three (3) years, from (January 1, 2020 thru December 31, 2023) or effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

19. SERVICE DESCRIPTION

GENERAL PROVISIONS

SECTION 0. GREENBOOK

0-1 INCORPORATION.

The 2015 edition of, and the 2016 Supplement to, the Standard Specifications for Public Works Construction (collectively the "Greenbook" or "SSPWC") other than Parts 2 through 7, are incorporated herein by this reference with the exception of those Sections listed within these General Provisions as not incorporated. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

ANSI A300 Pruning Standard – American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning) ("ANSI A300 Pruning Standard") is incorporated herein by this reference.

0-2 NUMBERING OF GENERAL PROVISIONS.

The numbering in these General Provisions is compatible with the numbering in the Greenbook. Additional standard provisions are in Section 10.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Calendar Days – See "Days" in Greenbook.

Community Facilities District (CFD) – a type of assessment district.

Contract Term – The time period of the Contract, as listed in Section 10-16 of these General Specifications.

Contract Unit – A single unit of an item of Work.

County – The County of Ventura, California.

Landscape Maintenance District (LMD) – a type of assessment district.

Project – See "Work" in Greenbook.

Project Manager – the Project Manager assigned by the City to a particular LMD, CFD or Waterways.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings or similar items required to be submitted to the City under the terms of the Contract.

Waterways – a type of assessment district.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

Change Order – There shall be no classic "change orders" in this Project in the way that this term is used on public works projects. Any reference to change orders shall actually refer to supplemental agreements, if there are any.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, insurance documentation and Contractor's City business license.

Working Day – Any day within the Contract Term that Contractor may work, while conforming to all

applicable City ordinances.

1-3 ABBREVIATIONS.

1-3.1 General *[see Greenbook]*.

1-3.2 Common Usage *[see Greenbook]*.

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

Abbreviation	Word or Words
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation

1-4 UNITS OF MEASURE [see Greenbook].

1-4.1 General *[see Greenbook]*.

1-4.2 Units of Measure and Their Abbreviations *[see Greenbook]*.

1-5 SYMBOLS [see Greenbook].

SECTION 2. SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT [see Greenbook].

2-2 ASSIGNMENT.

Greenbook Section 2-2 is not incorporated and is replaced with the following:

"No Contract or portion thereof or Notice to Proceed or portion thereof may be assigned without consent of the City Council, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the City Council to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the City and to all deductions provided for in the Contract. All money withheld, whether assigned or not,

shall be subject to being used by the City for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (2) a copy of the assignee's City business license; and (3) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required for this Work. Until the assignee supplies all required documentation, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

2-3 SUBCONTRACTORS [see Greenbook].

2-3.1 General.

Greenbook Section 2-3.1 is not incorporated.

2-3.2 Self Performance

The first sentence of Greenbook Section 2-3.2 shall be completely replaced with the following:

"The Contractor shall perform, with its own organization, Contract Work amounting to one hundred percent (100%) of the Contract Price. No subcontractors may be used in this Work."

2-3.3 Status of Subcontractors.

Greenbook Section 2-3.3 is not incorporated.

2-4 CONTRACT BONDS.

Greenbook Section 2-4 is not incorporated and is replaced with the following:

"No Bonds are required."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General [see Greenbook].

2-5.2 Precedence of the Contract Documents.

Greenbook Section 2-5.2 is not incorporated and is replaced with the following:

"The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.

2. Supplemental Agreements.
3. Contract.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/ Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. City Standard Plans.
12. ANSI A300 Pruning Standard.
13. SSP.
14. Greenbook.
15. Reference Specifications.

2-5.3 Submittals [see Greenbook].

2-5.3.1 General [see Greenbook].

2-5.3.2 Working Drawings [see Greenbook].

2-5.3.3 Shop Drawings [see Greenbook].

2-5.3.4 Supporting Information [see Greenbook].

2-5.3.5 Installation Instructions [see Greenbook].

2-5.3.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].

2-6 WORK TO BE DONE.

Greenbook Section 2-6 is not incorporated and is completely replaced with the following:

"Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract Documents."

2-7 SUBSURFACE DATA.

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

2-8 RIGHT-OF-WAY [see Greenbook].

2-9 SURVEYING.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

2-9.1 Permanent Survey Markers.

Greenbook Section 2-9.1 is not incorporated and is completely replaced with the following:

"Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that 'control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control' until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

The Contractor must preserve and perpetuate existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Project Manager and either the City Engineer or the Surveyor before disturbance or removal of existing monuments. The City Engineer or the Surveyor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771."

2-9.2 Survey Service.

Greenbook Section 2-9.2 is not incorporated.

2-9.3 Private Engineers [see Greenbook].

2-9.4 Line and Grade [see Greenbook].

2-10 AUTHORITY OF THE CITY COUNCIL AND THE PROJECT MANAGER [AMENDED FROM CITY ENGINEER].

The Project Manager shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the Plans and Specifications. The Project Manager shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the Project Manager by emailing the Special Districts Administrator/ Division Manager, copying on that same email the Project Manager, requesting reconsideration of the Project Manager's decision. The appeal must contain: a clear explanation of the decision and how it impacts the Work; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Special Districts Administrator/ Division Manager must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Project Manager's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. The Special Districts Administrator/ Division Manager or his or her representative shall review the email and all other information provided by the Contractor. The Special Districts Administrator/ Division Manager or his or her representative shall email the Contractor the Special Districts Administrator/ Division Manager's decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the Project Manager with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Project Manager's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract.

2-11 INSPECTION.

Greenbook Section 2-11 is not incorporated and is replaced with the following:

2-11.1 Weekly Inspections [additional to the Greenbook].

Contractor must inspect the entire property weekly and perform all tasks required and referred to in these Specifications.

2-11.2 Monthly Landscape Maintenance Inspections [additional to the Greenbook].

City will perform a bi-monthly site inspection with the Contractor. At that time, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. These reports will detail landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager or his or her representative no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or

without the attendance of the Contractor.

SECTION 3. CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR – 3-4 CHANGED CONDITIONS.

Greenbook Sections 3-1 through 3-4 are not incorporated.

3-5 DISPUTED WORK [see Greenbook].

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

4-1.1 General [see Greenbook].

4-1.2 Protection of Work and Materials.

The Contractor shall continuously maintain adequate protection of all Contractor's Work from damage. The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.

4-1.3 Inspection Requirements -- 4-1.8 Calibration of Testing Equipment.

Greenbook Sections 4-1.3 through 4-1.8 are not incorporated.

SECTION 5. UTILITIES

5-1 LOCATION.

5-1.1 General [see Greenbook].

5-1.2 Payment [see Greenbook].

5-1.3 Entry by Utility Owners [additional to the Greenbook].

The right is reserved to the owners of public utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the utility owners to alter, relocate or reconstruct a utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the utility owners must alter, relocate or reconstruct a utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective utility owners. City employees and agents shall likewise have the right to enter the Project site at any time and for any reason or no reason at all.

5-2 PROTECTION.

If Contractor damages or breaks the utilities, it will be the Contractor's responsibility to repair the utility at no cost to the utility or to the City.

5-3 REMOVAL.

Greenbook Section 5-3 shall not be incorporated and shall be replaced as follows:

"Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager's response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings."

5-4 RELOCATION.

The Contractor shall cooperate fully with all utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

Work may be conducted at or adjacent to the Work site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

SECTION 6. PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

Greenbook Section 6-1 is not incorporated.

6-1.1 Baseline Construction Schedule.

Greenbook Section 6-1.1 is not incorporated.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2 is not incorporated and is replaced with the following:

"To minimize public inconvenience and possible hazards and to restore work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may take any or all of the following three (3) steps:

1. Deduct from Contractor's next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.

2. If the Work is four (4) or more Calendar days late, deduct an amount of $250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.

3. Send the City's own forces or another contractor to complete the incomplete Work. These options are available in addition to all other options in the Greenbook or as otherwise legally available."

ASSESSMENT DISTRICT MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	1st Occurrence Warning Only	2nd Occurrence		3rd Occurrence		4th Occurrence	
Turf									
Mowing, Edging & Trimming				$75.00		$100.00		$125.00	
Aeration				$50.00		$75.00		$100.00	
Dethatching				$125.00		$175.00		$225.00	
Overseeding				$50.00		$75.00		$100.00	
Fertilization									
Turf				$50.00		$75.00		$100.00	
Shrubs, Groundcover, Vines				$50.00		$75.00		$100.00	
Trash and Debris Removal				$50.00		$75.00		$100.00	
Weed Control				$75.00		$100.00		$125.00	
Pest Control				$75.00		$100.00		$125.00	
Pruning and Trimming									
Shrubs, Groundcover, Vines				$100.00		$125.00		$175.00	
Trees				$100.00		$125.00		$175.00	
Graffiti				$50.00		$75.00		$100.00	
Irrigation				$75.00		$100.00		$125.00	

City of Oxnard _____ Date _____

Contractor _____ Date _____

6-3 SUSPENSION OF THE WORK [see Greenbook].

6-3.1 General [see Greenbook].

6-3.2 Archeological and Paleontological Discoveries [see Greenbook].

6-4 TERMINATION OF THE CONTRACT FOR DEFAULT.

Greenbook Section 6-4 is not incorporated.

6-4.1 General.

Greenbook Section 6-4.1 is not incorporated.

6-4.2 Notice to Cure.

Greenbook Section 6-4.2 is not incorporated.

6-4.3 Notice of Termination for Default.

Greenbook Section 6-4.3 is not incorporated.

6-4.4 Responsibilities of the Surety.

Greenbook Section 6-4.4 is not incorporated.

6-4.5 Payment.

Greenbook Section 6-4.5 is not incorporated.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

Greenbook Section 6-5 is not incorporated.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General.

Greenbook Section 6-6.1 shall not be incorporated and shall be replaced as follows:

"If delays are caused by unforeseen events beyond the control of the Contractor and these events are approved by the Project Manager, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays. In any case, no extension of time will be granted for a delay caused by shortage of materials unless the Contractor furnishes to the Project Manager documentary proof that the Contractor has diligently made reasonable and timely efforts to obtain such materials from all known sources."

6-6.2 Extensions of Time.

Greenbook Section 6-6.2 is not incorporated.

6-6.3 Payment for Delays.

Greenbook Section 6-6.3 is not incorporated and is replaced as follows:

"Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to an extension of time for completion of Work by the amount of delay caused by the City and equitable adjustment, as determined by the Project Manager, to the Contractor."

6-6.4 Written Notice and Report.

Greenbook Section 6-6.4 is not incorporated and is replaced as follows:

"If the Contractor desires payment for a delay or extension of time because these were caused by the City, Contractor shall file with the Project Manager a written request and report of cause within fifteen (15) Calendar Days after the beginning of the delay. Failure by Contractor to timely file a written request and report of cause will be considered grounds for refusal by the City to consider such request."

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General [see Greenbook].

6-7.2 Not Used [see Greenbook].

6-7.3 Contract Time Accounting [see Greenbook].

Greenbook Section 6-7.3 is not incorporated.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Greenbook Section 6-8 is not incorporated.

6-8.1 Completion.

Greenbook Section 6-8.1 is not incorporated.

6-8.2 Acceptance.

Greenbook Section 6-8.2 is not incorporated.

6-8.3 Warranty.

Greenbook Section 6-8.3 is not incorporated and is replaced as follows:

a. "Contractor shall warrant the Work against defective materials and workmanship throughout the Contract Term. The Project Manager may notify the Contractor of defective materials and workmanship, and the Contractor shall replace or repair such materials and workmanship in a manner satisfactory to the Project Manager within the time specified in the Project Manager's notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the Work with its own forces or may bring another contractor to perform the replacement or repairs at the Contractor's expense by deducting these amounts from future payments to the Contractor.

b. Contractor shall replace, at Contractor's expense, all plant material which, in the opinion of the Project Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one (1) year from date of installation. The Contractor shall warranty all replacement shrubs and groundcover for a period of 120 days from date of installation. All Work shall be timely performed."

6-9 LIQUIDATED DAMAGES.

Greenbook Section 6-9 is not incorporated and is replaced as follows:

a. "Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. If the Work is four (4) or more Calendar Days late, as adjusted in accordance with 6-6, the Contractor shall pay to the City, or have withheld from monies due to the Contractor, the sum of $250.

b. Execution of the Contract shall constitute agreement by the City and Contractor that $250 per week is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty. Such sum may be deducted from payments due the Contractor if such delay occurs."

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION [see Greenbook].

6-11 TERMINATION OF CONTRACT [additional to the Greenbook].

City may terminate this Agreement at any time, with or without cause and without penalty, with written notice. Such termination shall be effective immediately. In the event of termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor compensation for all Work satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Contractor receive an amount exceeding that which would have been paid to Contractor for the full performance of the Work. If City pays for any materials, City shall be entitled to the title and possession of such materials.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

7-1.1 General [see Greenbook].

7-1.2 Temporary Utility Services [see Greenbook].

7-1.3 Crushing and Screening Operations [see Greenbook].

7-2 LABOR.

Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

7-2.1 General [see Greenbook].

Greenbook Section 7-2.1 is not incorporated and is replaced by the following:

"There shall be no smoking or vaping while at the job sites. Rudeness or discourteous acts by Contractor's employees towards residents, City staff, and so forth will not be tolerated. No Contractor solicitation of any kind is permitted on property."

7-2.1.1 Personnel Clothing [additional to the Greenbook].

All of Contractor's workers shall perform all Work on the premises in clothing that is reasonably clean, neat and not ripped. Worn and tattered clothing shall be promptly replaced.

7-2.1.2 Sleeping [additional to the Greenbook].

During working hours, including during breaks, Contractor's workers shall not sleep at or within two blocks of each job site, even if in a vehicle.

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

7-2.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that this Work is a "public work" as defined in Labor Code Section 1720 *et seq*., and that this Work is subject to Labor Code Section 1720 *et seq*., including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq*. and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

7-2.2.2 Copies of Wage Rates [additional to the Greenbook].

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Special Districts Administrator/ Division Manager at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at www.dir.ca.gov/. The Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 Job Site Notices [additional to the Greenbook].

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 Failure to Pay Prevailing Rates [additional to the Greenbook].

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor.

7-2.2.5 Apprentices [additional to the Greenbook].

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and CCR Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of contract award, employing apprentices, and paying training fund contributions. Before commencing Work, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 Debarment or Suspension [additional to the Greenbook].

The Contractor shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 Payroll Records.

Greenbook Section 7-2.3 is not incorporated and is replaced with the following:

"The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each

Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR."

7-2.4 Hours of Labor.

Greenbook Section 7-2.4 is not incorporated and is replaced with the following:

"The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by the Contractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, Work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay."

7-2.5 Registration with the DIR [additional to the Greenbook].

A Contractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

7-2.6 Compliance Monitoring [additional to the Greenbook].

This Project is subject to compliance monitoring and enforcement by the DIR.

7-2.7 Prevailing Wage Indemnity [additional to the Greenbook].

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 7-2 of the General Provisions by anyone (including the Contractor and its officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses.

7-2.8 Survival [additional to the Greenbook].

All duties of the Contractor under this Section 7-2 shall survive expiration or termination of the Contract.

7-2.9 Living Wage Policy [additional to the Greenbook].

The Living Wage Policy of the City of Oxnard was adopted by the City Council on July 9, 2002, to be effective October 1, 2002. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

- Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;
- Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
- Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
- Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

These hourly rates will be adjusted July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.

Contractor shall compensate any employee who provides services under this Agreement in accordance with the Living Wage Policy. In fiscal year 2020-2021, Contractor 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, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

7-2.10 Which Service Contractors Must Pay Living Wage [additional to the Greenbook].

A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five (5) people.

7-2.11 Posting Living Wage Policy [additional to the Greenbook].

Contractor agrees to post, at a location readily accessible to those employees providing services to the

City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

7-2.12 Enforcement of Living Wage Policy [additional to the Greenbook].

If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of five hundred dollars ($500) and shall pay to any employee providing services under this Agreement a penalty of three (3) times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within fifteen (15) days after the City Manager or designee provides written notice to Contractor of the amount owed.

The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he or she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at (805) 385-7430. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

7-2.13 Amendment of Living Wage Policy [additional to the Greenbook].

This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

7-3 INSURANCE [see Greenbook].

Greenbook Section 7-3 is not incorporated and shall be replaced as follows:

"All insurance requirements are those listed in INS-B, which is attached to the Contract and incorporated to the Contract by this reference."

Greenbook Sections 7-3.1, 7-3.2, 7-3.3 and 7-3.4 are not incorporated into these Contract Documents.

7-4 INDEMNIFICATION [additional to the Greenbook].

The following indemnity provisions shall supersede the indemnity in Greenbook Section 7-3.

7-4.1 Contractor's Duty [additional to the Greenbook].

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in

connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

7-4.2 Non-Waiver of Rights [additional to the Greenbook].

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7-4.3 Waiver of Right of Subrogation [additional to the Greenbook].

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.4 Survival [additional to the Greenbook].

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 PERMITS.

Before starting any Work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any required from all other agencies. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor shall obtain a City Business License and shall be licensed in accordance with the California Business and Professions Code. The Contractor shall bear all costs for the City's Business License.

7-6 THE CONTRACTOR'S REPRESENTATIVE [see Greenbook].

7-7 COOPERATION AND COLLATERAL WORK.

The Contractor must coordinate all Work with the City's street sweeping, solid waste collection, and street maintenance contractors, Police and Fire Departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, so no additional payment shall be made.

7-8 WORKSITE MAINTENANCE.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition. Materials which need to be disposed shall not be stored at the Project site and cannot be "stockpiled" but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City, and the cost will be deducted from the Contract Price.

The Contractor shall make arrangement for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work all rubbish, debris, unused materials, concrete forms, equipment, and temporary structures and facilities used. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Work site.

All costs associated with the clean-up and storage required to complete the Work shall be the sole responsibility of the Contractor.

7-8.1 General [see Greenbook].

7-8.2 Air Pollution Control [see Greenbook].

7-8.3 Noise Control [see Greenbook].

To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames to minimize potential annoyance related to the construction noise.

7-8.4 Storage of Equipment and Materials [see Greenbook].

7-8.4.1 General [see Greenbook].

7-8.4.2 Storage in Public Streets [see Greenbook].

7-8.5 Sanitary Sewers [see Greenbook].

7-8.5.1 General [see Greenbook].

7-8.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

7-8.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

7-8.6 Water Pollution Control.

7-8.6.1 General [see Greenbook].

7-8.6.2 Best Management Practices (BMPs) [see Greenbook].

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP) [see Greenbook].

7-8.6.4 Dewatering.

Failure to dewater per Contractor's approved dewatering plans shall lead to the immediate issuance of a stop payment notice. Any fees associated with the failure to perform dewatering will be passed onto the Contractor.

7-8.6.5 Payment [see Greenbook].

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed before start of that operation and approved by the City Inspector.

Where existing traffic striping, pavement markings, and curb markings are damaged, partially removed or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or re-establishments shall be at least equal to the existing

improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the Bid.

7-10 SAFETY.

7-10.1 Access [additional to the Greenbook].

All Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic during the Work.

Access to street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify the Project Manager and occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for Work that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected.

The Contractor shall post "TEMPORARY NO PARKING" signs at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is completed. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars ($25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor.

7-10.2 Traffic [additional to the Greenbook].

7-10.2.1 Traffic Control Plan (TCP) [additional to the Greenbook]

If Contractor's Work affects traffic in any way, the Contractor shall provide a detailed Traffic Control Plan (TCP) for review and shall conform to the Greenbook, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the SSS and the SSP and must be approved by the Project Manager before commencing any Work. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at

the Contractor's expense.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the area.

For Work in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into its schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the school day start time and one (1) hour before or one (1) hour after school day end time. Contractor shall notify the relevant school district of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day.

7-10.2.2 Street Closures, Detours, Barricades [additional to the Greenbook]

Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD). Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

7-10.3 Haul Routes.

Greenbook Section 7-10.3 is not incorporated and is replaced as follows:

"The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on the Project. Further detailed requirements for haul traffic may be delineated in the Special Provisions."

7-10.4 Safety [see Greenbook].

7-10.4.1 Work Site Safety [see Greenbook].

7-10.4.1.1 General [see Greenbook].

7-10.4.1.2 Work Site Safety Official [see Greenbook].

7-10.4.2 Safety Orders [see Greenbook].

7-10.4.2.1 General [see Greenbook].

7-10.4.2.2 Shoring Plan [see Greenbook].

7-10.4.2.3 Payment [see Greenbook].

7-10.4.3 Use of Explosives [see Greenbook].

7-10.4.4 Hazardous Substances [see Greenbook].

7-10.4.5 Confined Spaces [see Greenbook].

7-10.4.5.1 Confined Space Entry Program (CSEP) [see Greenbook].

7-10.4.5.2 Permit-Required Confined Spaces [see Greenbook].

7-10.4.5.3 Payment [see Greenbook].

7-10.5 Security and Protective Devices.

7-10.5.1 General [see Greenbook].

7-10.5.2 Security Fencing [see Greenbook].

7-10.5.3 Steel Plate Covers [see Greenbook].

7-10.5.4 Protection of the Public [additional to the Greenbook].

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work and shall be solely responsible for all maintenance methods and sequences.

7-10.5.4.1 Emergencies [additional to the Greenbook].

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor

fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished to bring the Project into compliance with CalOSHA and Federal OSHA requirements.

All expenses incurred by the City for emergency repairs will be deducted from the payments due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition.

7-10.6 Public Notices [additional to the Greenbook].

7-10.6.1 Notification to Property Owners and Businesses [additional to the Greenbook].

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the street scheduled for the Work. Contractor must get notices pre-approved by the Project Manager before distribution. All notices shall be hand-delivered by the Contractor to adjacent residents, businesses, and other areas directed by the Project Manager.

7-10.6.2 Residents' Complaints [additional to the Greenbook].

It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor shall offer a viable action to be taken within twenty-four (24) hours of the action to be taken. In any case, Contractor shall refer any residents with complaints to the Project Manager.

7-11 PATENT FEES OR ROYALTIES [see Greenbook].

7-12 ADVERTISING [see Greenbook].

Contractor's vehicles shall clearly identify the company name. Other than on that vehicle or on equipment, Contractor shall not advertise or allow advertising at the Work site.

7-13 LAWS TO BE OBSERVED [see Greenbook].

7-14 ANTITRUST CLAIMS.

Greenbook Section 7-14 is not incorporated.

7-15 RECYCLING OF MATERIALS [additional to the Greenbook].

Contractor must adhere to the City's Recycling Plans, which are incorporated by this reference and available through the Project Manager.

7-16 CONFIDENTIALITY [additional to the Greenbook].

7-16.1 Confidential Information [additional to the Greenbook].

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

7-16.2 Information Provided by Contractor [additional to the Greenbook].

All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City.

7-16.3 Exemptions [additional to the Greenbook].

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

7-16.4 Enforcement [additional to the Greenbook].

Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 7-16 may result in irreparable injury to the City.

7-16.5 No Warranties by City [additional to the Greenbook].

Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Section 7-16 or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section 7-16.

7-16.6 Survival [additional to the Greenbook].

All duties of the Contractor under this Section 7-16 shall survive expiration or termination of the Contract.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL -- 8-6 BASIS OF PAYMENT.

Greenbook Sections 8-1 through 8-6 are not incorporated.

SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General [see Greenbook].

9-1.2 Methods of Measurement.

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Work as outlined in these Contract Documents and as directed by the Project Manager.

9-1.3 Certified Weights [see Greenbook].

9-2 LUMP SUM WORK [see Greenbook].

9-3 PAYMENT.

9-3.1 General [see Greenbook].

9-3.2 Partial and Final Payment [additional to Greenbook].

Each month, Contractor shall submit its standard invoice to the City. Contractor shall submit one (1) Itemized Completed Monthly Maintenance Services Form per district (at the appropriate service level) that is the same or similar to the one on the next page.

Itemized Monthly Completed Maintenance Services Form (Service Level A)

District Name:_____

Turf Maintenance	Date(s) Completed				
Mowing, Edging and Trimming (every week)	_____	_____	_____	_____	_____
Aerate to relieve compaction (3x per year)	_____				
Dethatch (annually)	_____				
Overseed Stressed Areas (bi-annually)	_____				
Fertilization Schedule					
Turf (quarterly)	_____				
Shrubs, Ground Cover, Vines (monthly)	_____				
Trash and Debris Removal					
Entire Area (daily)	_____	_____	_____	_____	_____
Pest Control					
Control and eradication of all plant pests within the landscape (as required)	_____	(mark if completed)			
Weed Control					
Control and eradication of all weeds (daily)	_____	_____			
Pruning and Trimming					
Shrubs, Ground Cover, Vines (weekly)	_____	_____	_____	_____	_____
Trees - maintain all trees in their natural shape to 13.5' above street an 9' above sidewalks monthly	_____	(mark if completed)			
General Site Maintenance					
Restrooms	_____	(mark if completed)			
Play Structures	_____	(mark if completed)			
Exercise Stations	_____	(mark if completed)			
Graffiti (respond within 24 hours of notification)	_____	(mark if completed)			
Irrigation Checks (daily)	_____	_____	_____		
Electrical Checks	_____	_____	_____		

the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed:_____ Date:_____

Itemized Monthly Completed Maintenance Services Form (Service Level B)

District Name:_____

Turf Maintenance	Date(s) Completed				
Mowing, Edging and Trimming (every week)	_____	_____	_____	_____	_____
Aerate to relieve compaction (3x per year)	_____				
Dethatch (annually)	_____				
Overseed Stressed Areas (bi-annually)	_____				
Fertilization Schedule					
Turf (quarterly)	_____				
Shrubs, Ground Cover, Vines (monthly)	_____				
Trash and Debris Removal					
Entire Area (daily)	_____	_____	_____	_____	_____
Pest Control					
Control and eradication of all plant pests within the landscape (as required)	_____	(mark if completed)			
Weed Control					
Control and eradication of all weeds (daily)	_____	_____			
Pruning and Trimming					
Shrubs, Ground Cover, Vines (weekly)	_____	_____	_____	_____	_____
Trees - maintain all trees in their natural shape to 13.5' above street an 9' above sidewalks monthly	_____	(mark if completed)			
General Site Maintenance					
Restrooms	_____	(mark if completed)			
Play Structures	_____	(mark if completed)			
Exercise Stations	_____	(mark if completed)			
Graffiti (respond within 24 hours of notification)	_____	(mark if completed)			
Irrigation Checks (daily)	_____	_____	_____		
Electrical Checks	_____	_____	_____		

the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed:_____ Date:_____

9-3.2.1 Monthly Closure Date and Invoice Date [additional to the Greenbook].

In accordance with Greenbook Section 9-3.2, the monthly closure date shall be the last Working Day of each month. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.

9-3.2.2 Payments [additional to the Greenbook].

a. The City shall attempt to make payments within sixty (60) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable and shall explain in writing the reasons why the payment request is not proper.

9-3.3 Delivered Materials [see Greenbook].

9-3.4 Mobilization.

Greenbook Section 9-3.4 is not incorporated and is replaced with the following:

"All mobilization and demobilization costs must be included in other Bid items. Contractor shall not receive additional compensation for mobilization and/or demobilization."

9-4 AUDIT [additional to the Greenbook].

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a Public Records Act (Government Code Section 6250 et seq.) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

SECTION 10. ADDITIONAL TERMS [additional to the Greenbook]

10-1 LICENSES [additional to the Greenbook].

The Contractor shall possess a valid Class C-27 Contractor's license issued by California State Contractors License Board. The Contractor will also be required to possess an Oxnard Business License at the time of insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.

10-2 NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].

The Contractor shall not unlawfully discriminate against any individual based on race, religion or

religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

10-3 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

The Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project.

10-4 WORKING DAYS AND HOURS [additional to the Greenbook].

Contractor may not work on any day or during hours prohibited by the Project Manager. Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that an inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-5 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

a. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided they pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

b. All claims arising out of or related to the Contract Documents, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. This Contract hereby incorporates those provisions as through fully set forth herein.

10-6 THIRD PARTY CLAIMS [additional to the Greenbook].

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

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

10-7 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the

services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

10-8 CONFLICTS OF INTEREST [additional to the Greenbook].

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

10-9 APPLICABLE LAW [additional to the Greenbook].

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

10-10 TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

10-11 INDEPENDENT CONTRACTOR [additional to the Greenbook].

The Contractor and its employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. Contractor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Contractor. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as herein set forth, and the Contractor is free to dispose of all portions of its time and activities that it is not obligated to devote to the City in such a manner and to such persons that the Contractor wishes except as expressly provided in these Contract Documents.

Except as the Project Manager may specify in writing, the Contractor and its agents and employees shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor and its employees and agents shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City.

The Contractor shall pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents.

The Contractor and its agents and employees shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor' employees and agents, including compliance with social security requirements, Federal and State income tax withholding and all other regulations governing employer-employee relations.

The Contractor and its agents and employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

10-12 CONSTRUCTION [additional to the Greenbook].

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-13 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

Nothing in the Contract Documents is intended to make the public or any member thereof a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

10-14 WAIVER [additional to the Greenbook].

No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver thereof or preclude any exercise thereof, or the exercise of any other right or remedy provided under these Contract Documents, or otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-15 CUMULATIVE REMEDIES [additional to the Greenbook].

a. Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided herein or otherwise available at law or in equity.

10-16 TERM [additional to the Greenbook].

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect for three (3) years thereafter unless the Contract has been otherwise terminated by the City.

10-17 NOTICE [additional to the Greenbook].

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

10-18 SURVIVAL [additional to the Greenbook].

a. Any provision of these Contract Documents that contemplates performance or observance subsequent to termination (including but not limited to indemnification provisions) shall survive that termination, and shall continue in full force and effect thereafter.

10-19 SEVERABILITY [additional to the Greenbook].

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, and shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 800.LANDSCAPING AND IRRIGATION

800-1 LANDSCAPING MATERIALS *[see Greenbook].*

800-1.1 Topsoil *[see Greenbook].*

800-1.1.2 Class "A" Topsoil *[see Greenbook].*

800-1.1.3 Class "B" Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class "C" Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

800-1.2 Soil Fertilizing and Conditioning Materials *[see Greenbook].*

800-1.2.1 General *[see Greenbook].*

800-1.2.2 Manure *[see Greenbook].*

800-1.2.3 Commercial Fertilizer *[see Greenbook].*

800-1.2.4 Organic Soil Amendment *[see Greenbook].*

800-1.2.5 Mulch *[see Greenbook].*

800-1.3 Seed *[see Greenbook].*

800-1.4 Plants *[see Greenbook].*

800-1.4.1 General *[see Greenbook].*

800-1.4.2 Trees *[see Greenbook],*

800-1.4.3 Shrubs *[see Greenbook].*

800-1.4.4 Flatted Plants *[see Greenbook].*

800-1.4.5 Sod and Stolons (turf grass) *[see Greenbook].*

800-1.4.6 Cuttings *[see Greenbook].*

800-1.5 Headers, Stakes, and Ties.

Greenbook Section 800-1.5 is not incorporated.

800-2 IRRIGATION SYSTEM MATERIALS.

Greenbook Section 800-2 is not incorporated.

800-3 ELECTRICAL MATERIALS.

Greenbook Section 800-3 is not incorporated.

SECTION 801 INSTALLATION

801-1 General *[see Greenbook].*

801-2 EARTHWORK AND TOPSOIL PLACEMENT *[see Greenbook].*

801-2.1 General.

The words "or Class B" shall be removed from Greenbook Section 801-2.1

801-2.2 Topsoil Preparation and Conditioning *[see Greenbook].*

801-2.2.1 General.

The following paragraph shall be removed from Greenbook Section 801-2.2.1:

"Class "C" topsoil shall be scarified and cultivated to a finely divided condition to a depth of 8 inches (200 mm) minimum below finish grade. During this operation, all stones over 1 inch (25 mm) in greatest dimension shall be removed."

801-2.2.2 Fertilizing and Conditioning Procedures *[see Greenbook].*

801-2.3 Finish Grading *[see Greenbook].*

801-3 HEADER INSTALLATION [see Greenbook].

801-4 PLANTING [see Greenbook].

801-4.1 General *[see Greenbook].*

801-4.2 Protection and Storage *[see Greenbook].*

801-4.3 Layout and Plant Location *[see Greenbook].*

801.4.4 Specimen Planting *[see Greenbook].*

801.4.5 Tree and Shrub Planting *[see Greenbook].*

801-4.6 Plant Staking and Guying *[see Greenbook].*

801.4.6.1 Method "A" Tree Staking *[see Greenbook].*

801.4.6.2 Method "B" Tree Staking *[see Greenbook].*

801-4.6.3 Guying *[see Greenbook].*

801-4.7 Ground Cover and Vine Planting *[see Greenbook].*

801-4.8 Lawn Planting *[see Greenbook].*

801-4.8.1 General *[see Greenbook].*

801-4.8.2 Seed *[see Greenbook].*

801-4.8.3 Sod *[see Greenbook].*

801-4.8.4 Stolon Planting

Greenbook Section 801-4.8.4 is not incorporated.

801-4.9 Erosion Control Planting *[see Greenbook].*

801-4.9.1 General *[see Greenbook].*

801-4.9.2 Straw Stabilization

Greenbook Section 801.4.9.2 is not incorporated.

801-4.9.3 Seeding and Mulching *[see Greenbook].*

801-4.9.4 Sprigging *[see Greenbook].*

801-4.9.5 Watering *[see Greenbook].*

801-5 IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT *[see Greenbook].*

801-7 MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8 PAYMENT

Greenbook Section 801-8 is not incorporated.

SPECIAL PROVISIONS

SECTION 1000. TURF MAINTENANCE

1000-1 MOWING AND EDGING OF TURF.

The Contractor shall mow and edge all turf grass. Generally, the turf grass shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all grass clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring line. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement.

The Contractor shall remove thatch build-up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verti-cutting shall be performed on all turf areas.

1000-3 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

1000-4 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator License issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative three (3) days before application of pesticides. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports. Contractor shall provide name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards.

1000-5 IRRIGATION.

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. The City reserves the right to require Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water in qualities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district.

1000-5-1

The Contractor shall maintain and/or replace all irrigation systems and appurtenances. Replacement of irrigation labor costs to be included in this bid. Materials and supplies for the replacement of irrigation may be provided by Contractor for an additional fee if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick cover boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project

Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a sprinkler coverage test, on designated service days. As determined by the City, all routine maintenance labor shall be provided at the Contractor's expense. Additional repair and replacement items not considered routine maintenance will be a separate item subject to the City's Public Projects bid requirements. Contractor shall turn off all irrigation controllers during periods of rain and turn them back on and reprogram them at the end of the rainy period.

1000-5-2
Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810.

Once City notifies Contractor of any irrigation related issues, Contractor must respond within 24 hours with a resolution.

1000-6 TURF WEED CONTROL

Contractor shall keep all turf grass areas weed-free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in a district with Service Level A, Contractor shall complete, control and eradicate all weeds weekly. Contractor shall do this for that particular district with a product to be pre-approved by the Project Manager or his or her representative.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative.

SECTION 2000. SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2000-1 PRUNING AND EDGING.

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2000-2 GROUNDCOVER PRUNING.

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site.

2000-3 FERTILIZATION.

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants according to the Service Level listed in the Chart for that particular district. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

2000-4 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect or disease related problems.

2000-5 WATER.

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas and report any problems, in writing, that may be present during maintenance visits. Contractor is responsible for damage to plants that were not reported to the City in writing and shall be responsible for replacement of these items. All watering must adhere to the City's Water Ordinance No. 2810.

Any standing water or puddles created in thoroughfares and paths of travel must be removed.

2000-6 BED WEED CONTROL.

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district with Service Level A, Contractor shall inspect, control and eradicate all weeds weekly.

SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

The Contractor or his or her representative shall possess a valid Arborist certification from the International Society of Arboriculture or similar program approved by the City. This Arborist must oversee all pruning work including root pruning and certifying all Work meets requirements. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree

site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall prune, shape and structure trees according to the Service Level listed in the Chart for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs trees as required to prevent encroachment and maintain the shrub's and tree's natural form.

There shall not be any removal of trees under this Contract. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots. Roots growing around base of tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

3000-2 FERTILIZATION.

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release) tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

3000-3 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify City and make recommendations, in writing, of all other trees that may need supplemental insect and disease control.

3000-4 WATER.

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

3000-5 STAKING.

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor

shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

SECTION 4000. GENERAL SITE MAINTENANCE

4000-1 LITTER AND DEBRIS CONTROL.

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. This includes curb and gutter areas.

4000-2 PARK AMENITIES

If applicable to the District, contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to: play structures, exercise stations, restrooms, tennis courts, benches, picnic tables, trash receptacles and mutt-mitt stations on designated service days. Contractor will be responsible for maintenance of park amenities including playgrounds, tennis courts, benches, picnic tables, trash receptacles, and dog mutt-mitt dispensers. Restrooms will be maintained through a separate janitorial contract. If Contractor notices any park amenities that need service or repair, they are to be reported to the Project Manager or his or her representative for corrective action. It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

4000-2-1 SERVICE LEVEL A

Contractor will be required to open up restrooms first thing in the morning when they arrive on property Monday – Friday. BBQ's within the parks should be checked twice per week on Mondays and Fridays. Cool coals and debris should be disposed of properly. Contractor will be required to clean the BBQ grills, pressure wash picnic pavilions and playground equipment bi-monthly May – October and monthly November – April. Additional pressure washing will be required on the day before and after a major holiday. Tennis and basketball courts are to be pressure washed every March, June, September, and December.

4000-2-2 SERVICE LEVEL B-F

Contractor will be responsible for providing maintenance to aforementioned amenities on service days.

4000-3 ELECTRICAL SYSTEM LIGHTING.

If applicable to the District, the Contractor shall regularly inspect all electrical lighting systems, including, but not limited to, all lighting fixtures, luminaires, ballasts or bulbs located on the premises of the Work site and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis. All repairs shall be handled by an outside Electrician and is not included in this contract.

4000-4 WATER AND ELECTRICAL COSTS.

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

4000-5 GRAFFITI

The Contractor shall be responsible to remove small amounts of graffiti (licensed plate size) as it appears upon any walkways, walls or any appurtenant structures within the areas under the Contractor's maintenance. Contractor is required to notify the Project Manager or his or her designee of any graffiti discovered. All materials and processes used in graffiti eradication shall be non-injurious to the surfaces and approved by CAL-OSHA. Materials and processes used must be approved by the Project Manager or his or her designee prior to use.

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor to complete the removal.

4000-6 VANDALISM AND THEFT.

The Contractor shall include all labor costs for repairs within the Bid. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

4000-7 LANDSCAPE REPLACEMENT.

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

4000-8 INSPECTIONS.

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each District to determine if there are deficient areas prior to the beginning

of services.

Contractor or representative shall be available to perform regular inspections of the Assessment District(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

4000-9 RESPONSE AND INQUIRIES.

The Contractor shall be required to respond (within 30 minutes) to any inquires, telephone calls, and emergency situations emanating from City staff. The Contractor shall have the ability to be contacted by phone from its office whenever such situations occur on a 24 hour basis, seven (7) days per week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

4000-10 TRAFFIC CONTROL.

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, Contractor must submit a traffic control plan to the City Traffic Engineer. The City to pay for all traffic control permits.

4000-11 DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.

If applicable to the District, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. Monthly, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint. Plants must be trimmed away from the fence and irrigation heads must be operating in a manner as to not spray the fence. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe.

4000-12 SOFTWARE.

Contractor will be required to utilize the Cappsure It program or any program designated by the Project Manager or his or her representative during the term of the contract. Usage of the program will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

SECTION 5000. LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET

5000-1 INSTRUCTIONS FOR USE.

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all State and Federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

5000-2 CHEMICALS AND FERTILIZERS.

Contractor, rather than the City, shall apply all chemicals and fertilizers.

5000-3 WEATHER.

Chemical types and applications must be applied based upon the weather conditions.

5000-4 INSECT, DISEASE AND NUTRIENT PROBLEMS.

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

5000-5 EXTRA VISITS.

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

5000-6 NUTRIENTS.

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

***5000-7* WATERWAYS RIPRAP**

Contractor shall maintain the lose stone used to form the foundation for the breakwater along waterways within the District. This includes the treatment and abatement of weeds and removal of any debris from the riprap.

5000-8 VERTEBRATE (PEST) CONTROL.

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, groundcover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for pre-approval. All other vertebrate pest problems shall be handled on a case-by-case basis.

5000-9 RESTROOM MAINTENANCE

Contractor will be asked to bid on daily restroom maintenance Monday – Sunday, including holidays, for the one restroom located at Westport Park. Restroom is to be opened at dawn and closed at dusk. Closure times will be dependent on the time of year. Services will consist of cleaning and sanitizing restrooms, removing all urine or feces from walls, fixtures or other implement within the restroom, removal of all trash from restroom, and restocking of the restrooms. Contractor will be given access to the pipe chase room for all supplies to provide maintenance to the restroom. Contractor will notify Project Manager of any vandalism or plumbing issues immediately so they can be rectified.

5000- 10 SUPPLEMENTAL LABOR

At the request of the Project Manager, Contractor may be asked to provide supplemental labor for additional landscape maintenance tasks with in the CFD that include but are not limited to replanting

projects, trash/debris removal, and amenity maintenance. Contractor will be asked to provide costs for a crew of four (4) per hour on the bid sheet.

SECTION 6000. MISCELLANOUS ITEMS

6000-1 REPORTS

Contractor will be required to check in on Cappsure It and report daily work being performed on designated service days with pictures and comments detailing work that has been completed. Contractor's lead worker(s) and irrigation tech(s) *might* be required to keep the Cappsure It app active on device for the duration of time while on site. The Contractor will be required to provide tree and plant health inspection reports monthly in a "Cappsure It" maintenance report for the entire property. Contractor will provide a monthly report detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the Cappsure It inspection report and feedback provided by the Project Manager or his or her representative. Contractor will provide a Cappsure It report on irrigation deficiencies that were discovered, their repair and any additional irrigation tasks that need to be completed on designated service days. Contractor should provide photographs of any repairs or enhancements made to a location within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

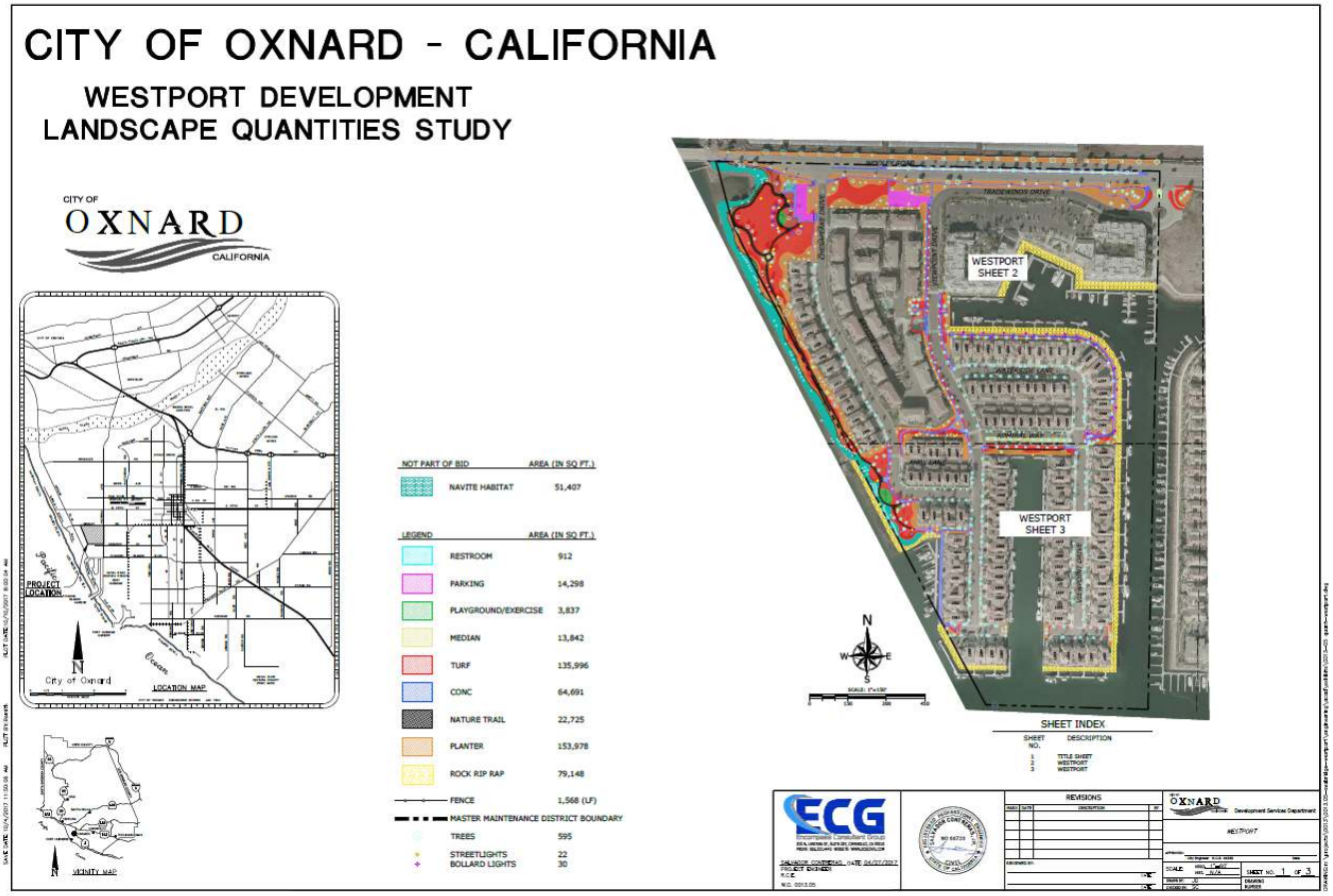
6000-2 REFUSE DISPOSAL

Contractor will be required to dispose of all green waste within the Oxnard City limits either through drop off at the Del Norte Transfer Station or through the use of City contracted trash removal services.

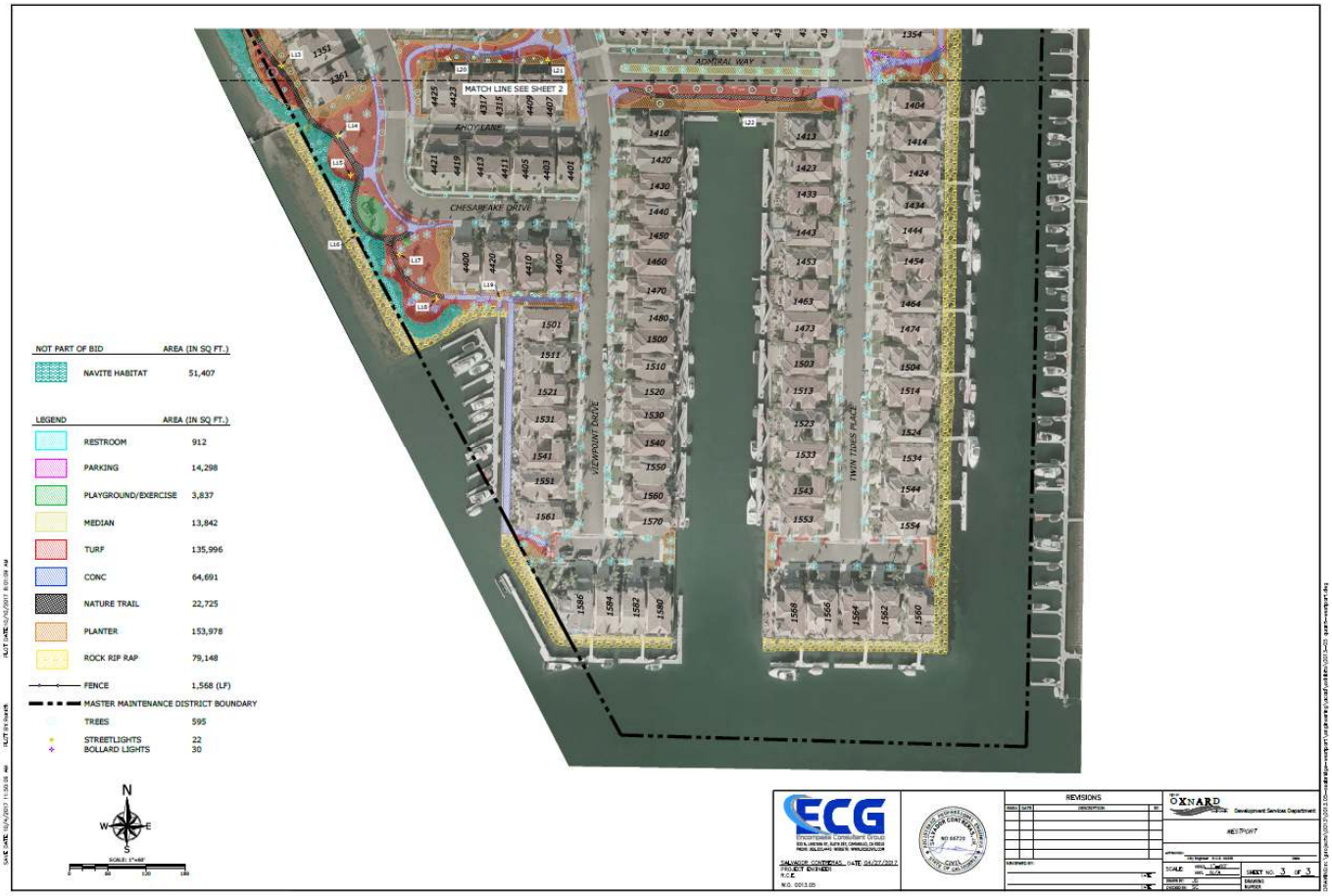
6000-3 INCREASES FOR CONSUMER PRICE INDEX (CPI)

The Contractor will be authorized to include a 2% CPI increase for the second and third year of the contract. The increased calculations will be included in the contract total and detailed in the staff report provided to the City Council for approval.

WESTPORT DISTRICT SITE MAP



TRADEWINDS DRIVE
BAYSIDE LANE
WATERSIDE LANE
VIEWPOINT DRIVE
TWIN TIDES PLACE
ADMIRAL WAY
MATCH LINE SEE SHEET 3
NOT PART OF BID AREA (IN SQ FT.)
NAVITE HABITAT 51,407
LEGEND AREA (IN SQ FT.)
RESTROOM 912
PARKING 14,298
PLAYGROUND/EXERCISE 3,837
MEDIAN 13,842
TURF 135,996
CONC 64,691
NATURE TRAIL 22,725
PLANTER 153,978
ROCK RIP RAP 79,148
FENCE 1,568 (LF)
MASTER MAINTENANCE DISTRICT BOUNDARY
TREES 595
STREETLIGHTS 22
BOLLARD LIGHTS 30
N
W
E
S
ECG
REVISIONS
OXNARD
Development Services Department
SHEET NO. 2 OF 3


MATCH LINE SEE SHEET 2
ADMIRAL WAY
ENVOY LANE
CHESAPEAKE DRIVE
VIEWPOINT DRIVE
TWIN TIDES PLACE
NOT PART OF BID AREA (IN SQ FT.)
NAVITE HABITAT 51,407
LEGEND AREA (IN SQ FT.)
RESTROOM 912
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REVISIONS
OXNARD
Development Services Department
SCALE
SHEET NO. 3 OF 3

RATES AND COSTS EXHIBIT

WESTPORT CFD 2						
Services	**2021**		**2022**		**2023**	
	Monthly	**Annual**	**Monthly**	**Annual**	**Monthly**	**Annual**
Landscape Maintenance	$14,740	$176,880	$15,035	$180,420	$15,336	$184,032
Restroom Maintenance (M-Su/Holidays)	$2,730	$32,760	$2,785	$33,420	$2,840	$34,080
	Hourly Rate	**Annual Amount**	**Hourly Rate**	**Annual Amount**	**Hourly Rate**	**Annual Amount**
4 Man Crew Hourly Rate	$180	$15,000	$184	$15,000	$188	$15,000
Total		**$224,640**		**$228,840**		**$233,112**
Grand Total	**$686,592**					

Rates in 2022 and 2023 refelect a 2% CPI increase for each year and service.

BID FOR MAINTENANCE OF WESTPORT COMMUNITY FACILITIES DISTRICT

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Westport Community Facilities District ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed and materials to be furnished.

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

3. The Bid includes all taxes, fees, transportation and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

4. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. If the Contract is awarded to Bidder, within fourteen (14) Calendar Days, Bidder shall execute the Contract and all Addenda, submit the required insurance documentation and provide a copy of its business license.

Bidder acknowledges receipt of all addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	9-23-2020	#03	9-23-2020
#02	9-23-2020	#04	9-30-2020

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 12, 2020 [date], at Oxnard [city], California [state].

Bidder's Name (Company): Garcia's Landscaping Maintenance Inc.

Signature: Tenley Garcia Title: Secretary

Print: Tenley Garcia Date: 10-12-2020

CITY OF OXNARD BID SHEETS FOR MAINTENANCE OF WESTPORT COMMNUITY FACILITIES DISTRICT

	MONTHLY SERVICE LEVELS BID MONTHLY COST		
District Name	**A Level of Service[1]**	**B Level of Service[1]**	**Total (for each row)**
Westport CFD	$ 14,740.-	$ 10,300.-	$ 25,040.-
Additional Services[2]			
Restroom Maintenance (M-Su/Holidays)	$ 2,730.-		
4 Man Crew (hourly rate)	$ 180.-		

[1] Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

[2] Additional services will not be calculated towards the bid award and are additive deductive items that may or may not be added to the contract.

Bidder's Name (Company): Garcia's Landscaping Maintenance Inc Date: 10-12-2020

Print: Tenley Garcia Signature: Tenley Garcia Title: Secretary

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE: Garcia's Landscaping Maintenance Inc. Corporation

B. Company overview and disclosure of services or activities performed, including:

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:*** Tenley Garcia + Pablo Garcia - No Contributions

ii. ***BIDDER'S RESPONSE:*** Pablo Garcia - President / Tenley Garcia, Secretary

iii. ***BIDDER'S RESPONSE:*** 38 yrs

iv. ***BIDDER'S RESPONSE:*** 2101 Hughes Dr. Oxnard, CA. 93033

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE: No

E. List the members of your organization who are authorized to negotiate and execute an Agreement.

BIDDER'S RESPONSE: Pablo Garcia / Tenley Garcia.

F. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences
iv. Education
v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. ***BIDDER'S RESPONSE:*** Please see Attachment A.

ii. ***BIDDER'S RESPONSE:***

iii. ***BIDDER'S RESPONSE:***

iv. ***BIDDER'S RESPONSE:***

v. ***BIDDER'S RESPONSE:***

vi. ***BIDDER'S RESPONSE:***

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

City of Oxnard
Purchasing Department

Solicitation # SD21-13
Bid Close Date: 10/13/2020 at 2:00 pm PT

ATTACHMENT A
COMPANY INFORMATION

Name of Company: Garcia's Landscaping Maintenance Inc.

Address: 2101 Hughes Dr. Oxnard, CA. 93033

Service to provide: Landscaping Maintenance

Main Point of Contact: Tenley Garcia

Fed Tax ID: 45-1172673 City Tax ID: 20-00101816

E-mail: garciasbiz@gmail.com Phone: 805-479-0168

6.0 Credentials/Resumes/Certifications/Licenses:
This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

7.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation: (Bidder can add as many sections to this bid response box as they need to state all employees providing services.)

a. Position Title
b. Current Responsibilities
c. Qualifications/Experiences
d. Certifications/licenses, if applicable
e. List other pertinent information that will assist in evaluating Bidder's qualifications.

a. ***BIDDER'S RESPONSE:*** Please See attached pages 1-5.

b. ***BIDDER'S RESPONSE:***

c. ***BIDDER'S RESPONSE:***
d. ***BIDDER'S RESPONSE:***
e. ***BIDDER'S RESPONSE:***

CERTIFICATIONS

I, Tenley Garcia, a duly authorized agent of Garcia's Landscaping Maintenance Inc.
Printed Name of Agent/Officer **Name of Organization**

hereby certify that Garcia's Landscaping Maintenance Inc. by submission of this proposal in response to the
Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Tenley Garcia Date: 10-12-2020

Title of Agent/Officer: Secretary

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

City of Oxnard
Purchasing Department

Solicitation # SD21-13
Bid Close Date: 10/13/2020 at 2:00 pm PT

ATTACHMENT B

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Tenley Garcia

depose and say that I am Secretary
("Sole Owner", "A Partner", "President", or other proper title)

of Garcia's Landscaping Maintenance Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Tenley Garcia
Signature

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ESTABLISHING A SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State, and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

ATTACHMENT C

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

ATTACHMENT D

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: Garcias Landscaping Maintenance Inc.

Physical Address: 2101 Hughes Dr. Oxnard, CA. 93033

Phone: 805-479-0168 E-Mail: garciasbiz@gmail.com

Date Principal Business Address Established: 02/2011 No. of Company Employees at this address: 47

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

City Business License No.: 98183 Taxpayer Identification No. (TIN): 45-1172673

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

Signature of Company Official Tenley Garcia Date 10-12-2020

Print Name, Title Tenley Garcia, Secretary

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

CITY OF OXNARD CALIFORNIA

ADDENDUM NO. 1

#SD21-13 - Landscape Maintenance of Westport Community Facilities District (CFD)

September 30, 2020

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this Addenda on behalf of the company listed below.

Signed: Tenley Garcia Dated: 10-12-2020

Print Name: Tenley Garcia Title: Secretary

Company: Garcia's Landscaping Maintenance Inc.

Email: garciasbiz@gmail.com

ADDENDUM NO. 1

1.0 This addendum is considered to be part of the solicitation. All other terms of the solicitation remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced solicitation. Any information contained herein will be considered part of the solicitation and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your proposal prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

1.1 To verify that all Bidders have received a copy of this addendum, please sign the cover page of this addendum and submit it with your proposal on Public Purchase.

2.0 Clarification from the City:

Vendor meeting: October 1, 2020 between 3:00p.m. – 4:00p.m.

Vendor meeting to be held at the Westport Park located at 1101 Chesapeake Drive for maintenance tour.

End Addendum (No.1)

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. _____
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 <u>and</u> 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.

10/20

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/ $500,000 & listed sub-consultant

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

SAMPLE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

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.

Agreement No. A-8244

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

42. 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, 2021, 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.

a. 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.

b. 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.

c. 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.

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

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed

above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

Agreement No. A-8244

SCHEDULE OF SERVICES EXHIBIT

Landscape Maintenance	Service Level A	Monday - Friday
Restroom Maintenance	Daily	Monday – Sunday/Holidays
4 Man Crew	Hourly Rate	As Needed: Scheduled by Project Manager

Schedule of Services will be rendered as detailed in the *City of Oxnard Service Levels and Frequency of Operations for Assessment Districts* document that was included in the Bid Specification and attached herein. Each District will receved services based on their designated Service Level and avaialable funding. At anytime, under the direction of the Project Manager or his or her representative, a 30 Day Notice to the contract can be provided to change the Service Level for any respective District.

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 5

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X

Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X

Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X

Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 5

Irrigation	Frequency	Level of Service				
		A	B	C	D	F
Inspect and adjust/repair as needed	Daily	X				
	Every two weeks		X			
	Every Third week			X		
	Quarterly				X	
	Respond to complaints					X

Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		X				
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly			X			
	Trim as needed to prevent encroachments or hazards				X	X	
	Report encroachments or hazards						X

CITY OF OXNARD CALIFORNIA

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement. Please check the applicable box.

Definition

✓ **Negotiated Contract:** When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.
Formal/informal solicitation with one bid/proposal response received (Bid # and Close date):

☐ **Confidential agreement** for City Attorney and/or Chief of Police (backup docs may be redacted)
☐ **Sole Source:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.
☐ **Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
☐ **Urgent:** Informal or formal solicitations for supplies, equipment or services (except Public Projects) shall not apply in a situation in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses. Provide the supporting documentation with a completed NSS form to the Purchasing Division of the urgent products/services with the City Manager's signature.

WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a negotiated or sole/single source (NSS form). (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.*)

1. Vendor Legal Business Name: Garcia's Landscape Maintenance Inc.

2. Requisition Number: Agreement A-8244

3. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (Please check one or more of the options below)
   - ☐ Unique: e.g. Feature(s) that make the item/service unique and why you need this uniqueness.
   - ☐ Compatibility: e.g. Compatibility with or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
   - ☐ Territory: Provide a letter from the Manufacturer that its' supplier/reseller holds a service contract and must supply parts to accomplish a contract.
   - ☐ Emergency order: No other supplier available at the time. (Must be declared by the City Manage/City Council).
   - ☐ Urgent: City Manager approves waiving the formal competitive solicitation, over $200,000
   - ☐ Proprietary purchase: No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.
   - ☐ Cooperative agreement

4. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (Please check one or more of the options below)
   - ☐ Comparison to product catalog.
   - ☐ Comparison to similar product/service.
   - ☐ Published price lists.
   - ☐ Prices quoted are less than or equal to, that quoted to other governmental agencies.
   - ☐ Records of previously bid items that were similar.
   - ☐ Proven industry standard.
   - ☐ Cooperative agreement

CITY OF OXNARD CALIFORNIA

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

5. Provide a brief written explanation for this product/services.
Pre-qualification for Landscape Vendors was issues on July 1-10, 2020 for this bid period. Two vendors submitted and pre-qualified to bid on SD 21-13 for Westport CFD 2. Bids by Garcia's Landscape Maintenance Inc. and The Groundskeeper were received by the October 13, 2020 deadline. Garcia's Landscape Maintenance Inc. was the lowest responsible bidder.

6. Identify all costs for this requested purchase:

Product/Service Description:	Fiscal Year 21	Fiscal Year 22	Fiscal Year 23	Fiscal Year 24
One-Time Costs (Describe):	$119,820	$226,740	$230,976	$109,056
Ongoing Costs (Describe):				
Annual Total Costs: Add the total by year	$119,820	$226,740	$230,976	$109,056

7. Period of Performance:

From:	January 1, 2021	To:	December 31, 2023	Or One-Time Purchase	

I HEREBY CERTIFY THAT:

1) I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.
2) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.

Department: Public Works Requestor Name (Print Name): Jeri Cooper
Please print

Authorized Department Director or designee: /
Please print/sign name Date:

Below to be processed by Purchasing: ☐ **Approved or** ☐ **Denied**
Notes:

Purchasing Buyer: /
Under $25,000 Please Sign Date:

Purchasing Manager: Daniel Willhite /
Up to $100,000 Please Sign Date:

City Manager: Alexander Nguyen /
$100,001 to $200,000 Please Sign Date:

Mayor: Tim Flynn /
$200,001 + Please Sign Date:

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Tracking number assigned by the Purchasing Department only.

Tracking #		Not to Exceed Amount:		FY:	

REQUEST FOR BUDGET APPROPRIATION

Department: Public Work/Special Distri **Date:** December 15, 2020
Project/Program Manager: Jeri Cooper **Phone:** 805-200-5334

Reason for Appropriation:

Budget appropriation to Fund 175 Westport CFD 2 for Agreement A-8244 for Fiscal Year 2020-21 for Landscape Maintenance Services.

Accounts and Descriptions		AMOUNT
Fund: 175 Westport CFD 2		
Expenditures/Transfers Out		
175-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	21,788
	Sub-total Expenditures	21,788
	Net Change to Fund Balance	**(21,788)**
	Net Appropriation Change	**21,788**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____ BA Doc# (Finance Use Only)_____ Revised : 2/23/2012

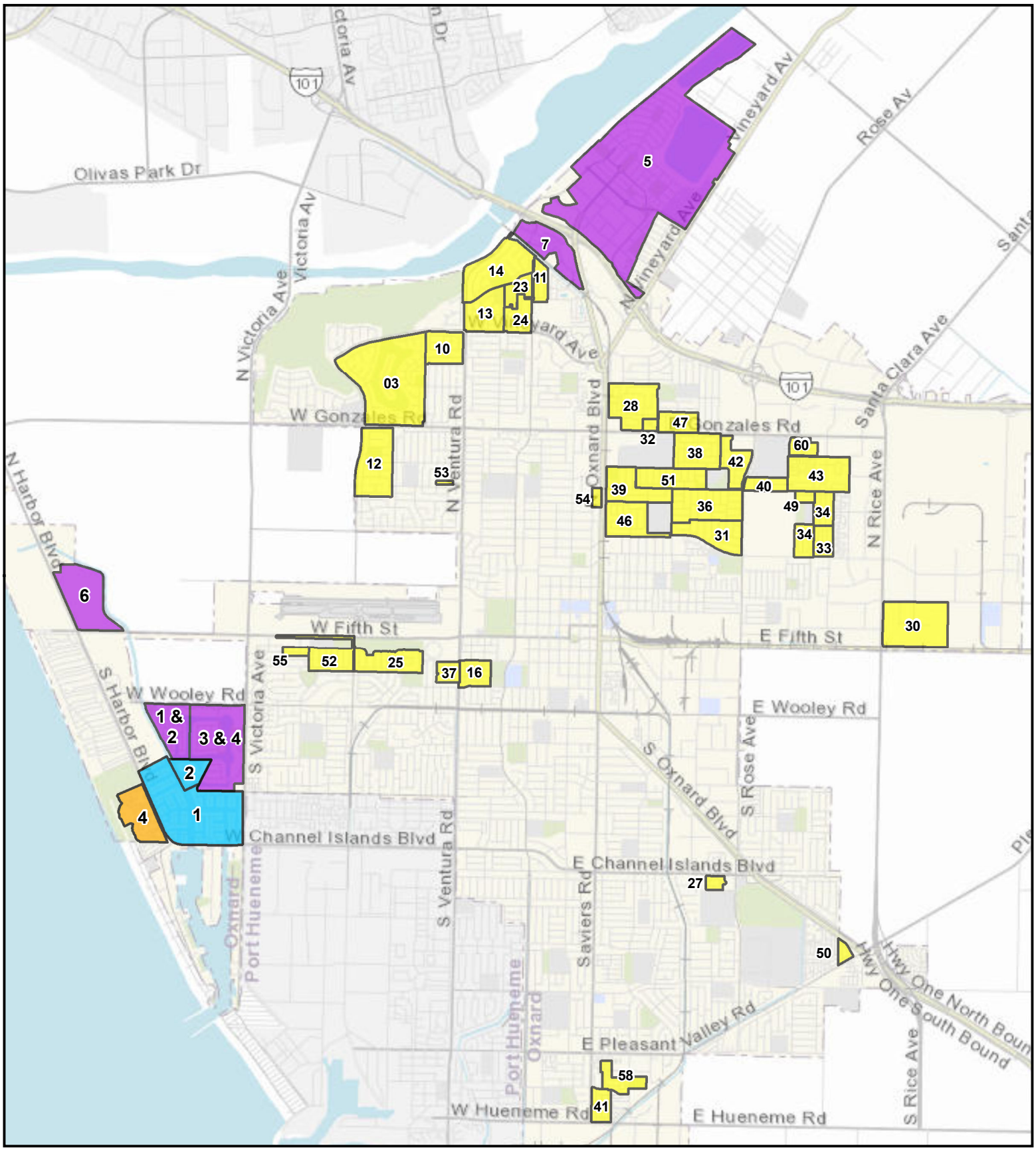
REQUIRES CITY COUNCIL AUTHORIZATION

Enter new account above this line.

equals revenues - expenditures

equals sum of Sub-total Expenditure lins

CITY OF OXNARD ASSESSMENT DISTRICTS



Maintenance Assessment District (District No.)

Community Facilities District (District No.)

Waterway Assessment District (Zone No.)

Landscape Maintenance District (District No.)

Created by:
CITY OF OXNARD
Geographic Information Systems Division
August 2020

3,000 0 3,000 6,000 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.

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

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	6 – Northshore at Mandalay Bay
3 & 4 – Seabridge at Mandalay Bay	7 – Wagon Wheel
5 – Riverpark	

LANDSCAPE MAINTENANCE DISTRICTS		
3 – Riverridge	31 – Rancho De La Rosa	43 – Greenbelt
10 – Country Club	32 – Oak Park	46 – Daily Ranch
12 – Standard Pacific	33 – El Paseo	47 – Sycamore Place
13 – Le Village	34 – Sunrise Pt/Sunset Cove	49 – Cameron Ranch
14 – California Cove	36 – Villa Santa Cruz	50 – PV Senior Housing
16 – California Lighthouse	37 – Pacific Cove	51 - Pfeiler
23 – Greystone	38 – Aldea Del Mar	52 – Wingfield
24 – Vineyards	39 – El Sueno Promesa	53 – Huff Court
25 – The Pointe	39 – DR Horton	54 – Meadowcrest
27 – Rose Island	40 – Cantada	55 – Wingfield West
28 – Harborside	41 – Pacific Cove	58 – Westwind
30 – Haas Automation	42 – Cantabria/Coronado	60 - Artisan

MAINTENANCE ASSESSMENT DISTRICT
4- Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay	Zone 2 – Harbour Island

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 5

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X

Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X

Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X

Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 5

Irrigation	Frequency	Level of Service				
		A	B	C	D	F
Inspect and adjust/repair as needed	Daily	X				
	Every two weeks		X			
	Every Third week			X		
	Quarterly				X	
	Respond to complaints					X

Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		X				
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly			X			
	Trim as needed to prevent encroachments or hazards				X	X	
	Report encroachments or hazards						X

AGREEMENT A-8244 FOR LANDSCAPE MAINTENANCE SERVICES FOR WESTPORT CFD 2

Presentation to Public Works and Transportation Committee

Jeri Cooper, Special Districts, Project Manager

November 24, 2020

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

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

1. Approve and authorize the Mayor to execute Agreement A-8244 and negotiated contract authorization with Garcia's Landscape Maintenance Inc. in the amount of $686,592 for a three-year term ending December 31, 2023 for landscape maintenance services for Westport CFD 2; and

2. Authorize the City Manager to approve a budget appropriation in the amount of $21,788 from available fund balance in the Westport CFD 2 Fund 175.

BACKGROUND

- October 3, 2000, City Council adopted Resolution No. 11,825 authorizing the formation of Westport Community Facilities District 2 for on-going landscape maintenance, facility improvements and incidental costs associated with the development

- Purchasing Division released bid on September 23rd and bids were due October 13

DISCUSSION

- Two (2) bidders submitted bids Garcia's Landscape Maintenance Inc. and The Groundskeeper

Westport CFD 2	Garcia's Landscape	The Groundskeeper
Service Level A	$14,740	$17,690
Service Level B	$10,300	$12,970
TOTAL	**$25,040**	**$30,660**

- Garcia's Landscape Maintenance Inc. was the lowest, responsive bidder

FINANCIAL IMPACT

- Total cost for this agreement with Garcia's is $686,592 for three (3) years
- Spending plan for FY 2020-21 (6 months) is $119,820
- Budget Appropriation for FY 2020-2021: $21,788
- There is no impact to the General Fund

Services	FY 2021 (6 mo.)	FY 2022	FY 2023	FY 2024 (6 mo.)	Total
Landscape Maintenance	$88,440	$178,650	$182,226	$92,016	$541,332
Restroom Maintenance	$16,380	$33,090	$33,750	$17,040	$100,260
Crew Rental for Replanting Projects	$15,000	$15,000	$15,000	$0	$45,000
Total	**$119,820**	**$226,740**	**$230,976**	**$109,056**	**$686,592**

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: November 24, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Award Agreement A-8248 to MIG Inc., for Landscape Architecture and Engineering Design Services for Campus Park Activation Project PW 20-95. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council award and authorize the Mayor to execute Agreement A-8248 with MIG Inc., in an amount of $1,099,938.75 for Landscape Architecture and Engineering Design Services for the Campus Park Activation Project PW 20-95 (Project No. 215701).

BACKGROUND

On June 4th, 2019, City Council adopted resolutions authorizing the City Manager to submit an application for $8,500,000 in Statewide Park Development and Community Revitalization Program (SPP) grant funds for the Campus Park Activation Project. To develop the grant project scope, City staff held six (6) community workshops in 2019 that led to the development of the conceptual design that was submitted to the State with the grant application. The grant application focused on Campus Park's potential role in the community as outlined in the recent Parks and Recreation Master Plan. On February 20, 2020, the City was notified that the grant was being awarded for the full $8,500,000.

Following the grant award, the City sought a consultant team to provide landscape architecture and engineering design services for the Campus Park Activation Project (No. 215701). The project scope involves public outreach and participatory community design, cost analysis, engineering design, and preparation of plans and specifications for the proposed improvements at Campus Park.

The specific project scope as outlined in the grant application includes the design and construction of a bicycle pump track, skate park, playground, basketball courts, pelota mixteca court, performing arts amphitheater/pavilion, multi-use field/meadow, community garden, public art, walking trails, stormwater improvements, lighting and landscaping throughout the park, and the renovation of the existing parking lot. Specific budgeted amounts for each park feature are included in the grant agreement document. The creek/pond component will be designed and constructed using the City's Water Capital Improvements Facility Fund, as it is part of the Aquifer Storage and Recovery Project.

CIP Reference

DISCUSSION

The notice inviting request for proposals (RFP) from qualified consultants for landscape architecture and engineering design services for the project was published on June 19, 2020, and all proposals were due on July 22, 2020. The specific work for this contract includes Landscape Architecture, Engineering Design Services, Community Outreach, and Construction Coordination services to ensure that the construction being performed is in conformance with the contract specifications, and Standard Specifications for Public Works Construction (Green Book). The selected consultant team is to work closely with the City's Project Manager and staff to successfully complete the project and protect the interest of the City.

The City received a total of 13 proposals from MIG Inc. (MIG), Brightview, KTUA, Pamela Burton & Company, Pacific Coast Land Design Inc., Community Works Design Group, Rios, SWA, Studio MLA, RJM Design Group, Design Workshop, RRM Design Group, and Firma. Staff scored all 13 proposals using a standardized scoring sheet. The top three (3) highest scored proposals were then interviewed on September 11, 2020 for final selection.

City staff consisting of the Community Services Director, Project Manager, and Grants Coordinator evaluated qualifications for all consultants and after interviewing the top three (3) proposals ultimately recommended MIG as the most qualified firm to satisfactorily provide landscape architecture and engineering design services for the project. Following this determination, staff reviewed all documentation received from MIG and verified and approved possession of the required currently valid certificate of insurance and has no reason at this time to believe that the consultant is not legally responsible, which means trustworthy, fit and capable to satisfactorily complete the work under this agreement. Thus, staff recommends that the contract for this scope be awarded to MIG.

STRATEGIC PRIORITIES

This 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 specifically supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

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

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

Goal 4a. Implement CIP Plans.

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

FINANCIAL IMPACT

The total cost for this agreement with MIG is $1,099,938.75. There is currently $8.5 million in available Parks & Rec State grant funding (Fund 178) in the Campus Park Activation Project (Project No. 215701). This amount will be sufficient to cover the landscape architecture and engineering design services for this project.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Agreement A-8248 (MIG)
2. MIG_Oxnard_CampusPark_Proposal
3. MIG Award Presentation

Agreement No. **A-8248**

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: _____ (to be completed upon final signature authorization)

(2) Consultant: Moore, Iacofano, Goltsman, Inc. (MIG)

(3) Services: Campus Park Design

(4) Schedule of Services: See Scope of Services and Schedule of Services Exhibits

(5) Agreement Ending Date: January 6, 2022

(6) Total Agreement Amount: $1,099,938.75

(7) City's Project Manager: Jim Nelson

(8) Consultant's Project Manager: Jose Leal

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
617 West Seventh St. #304 Los Angeles, CA 90017 Attn: Jose Leal, Project Manager	305 West Third St. 2nd Floor Oxnard, CA 93030 Attn: Jim Nelson, Project Manager

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
JoseL@migcom.com	Jim.Nelson@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, 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. Invoices may be emailed to: invoices@oxnard.org.

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-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.

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 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.

10. 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 Vendor 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.

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. 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.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. 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.

14. 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 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. 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.

16. 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 16.

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 16 shall survive the termination of this Agreement.

17. 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 Consultant or is developed by Consultant 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 Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. 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.

d. 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. 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. 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 18.

19. 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 19.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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
☐ Lisa Boerner, Purchasing Agent
☐ [name] , Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

MOORE, IACOFANO AND GOLTSMAN, INC. (MIG)

_____ _____
Daniel Iacofano, President & CEO[2] Date

_____ _____
Carolyn Verheyen, Vice President Date

[1] The City Council must authorize and the Mayor must sign any agreement over $175,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $175,000 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; 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

In accordance with the terms and conditions of the executed professional services agreement, Consultant will coordinate planning of the park's program elements through a comprehensive community engagement process and deliver a construction documents package (plans, specifications, estimate), suitable for bidding, that provides a single, cohesive community park program and layout. As part of the design process, Consultant will prepare high-quality drawings, exhibits, renderings, and professional oral presentations as needed for review and approval by the City.

The project includes a bicycle pump track, skate park, playground, basketball courts, Pelota Mixteca court, performing arts amphitheater/pavilion, multi-use field/ meadow, community garden, public art, walking trails, stormwater improvements, lighting and landscaping throughout the park, and the renovation of the existing parking lot. A creek will be part of the stormwater component for the site. All plans must comply with the Americans with Disabilities Act (ADA). Consultant scope of work and cost proposal (separate exhibit attached hereto and incorporated herein by this reference) includes the delivery of the following items:

» **Geotechnical Report.**
» **Topographic Survey.**
» **Arborist Report.**
» **CEQA Compliance Review.**
» **Community Outreach and Facilitation Plan.**
» **Three (3) Conceptual Design Alternatives.**
» **70% and 100% Schematic Design Packages.**
» **50% and 100% Design Development Packages.**
» **90% and 100% Construction Document Packages**.

TASK 1: PROJECT MANAGEMENT

The goal of this task is to provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to, coordination and management of all Consultant's subconsultants, performance of Quality Assurance/Quality Control (QA/QC) measures, and conduct of project coordination meetings with City staff and community stakeholders. Specific tasks include:

1.01: Kickoff Meeting with City's Project Team

The purpose of this meeting will be to introduce the team members, confirm the scope of work and schedule, submit information requests, and establish clear lines of communication between the City of Oxnard and Consultant.

1.02: General Project Management

Consultant will manage the design process to maintain the schedule and budget, maintain continuous liaison with the City, and provide continuing consultation and advice related to the project.

1.03: Regular Meetings with City of Oxnard

To ensure efficient and effective management of the project, The Consultant Team will participate in project team meetings at critical milestones and in regularly scheduled coordination conference calls with the City's project manager. It is expected that coordination calls will be scheduled every other week. Consultant will prepare and email conference call agendas ahead of the call. On weeks without a standing coordination conference call, Consultant will provide a short status update via email indicating task progress, any anticipated changes to the schedule, and all action items for the Consultant Team and/ or City.

1.04: Monthly Billing Invoice & Status Reports

Consultant will provide monthly Invoices accompanied by billing backup information as required by the City, and status reports. Status reports will include accomplishments for the billing period, any schedule updates, anticipated progress for the next billing period and identify any pending project which may need resolution.

1.05: Coordination and Management of Subconsultants

Consultant's Principal-In-Charge and the Project Manager shall monitor, manage and coordination with each one of Consultant's subconsultants included as part of the Consultant Team. Consultant's approach to successful coordination and management includes establishing effective channels of communication; identifying clear roles, responsibilities and authorities; complete understanding of deliverable requirements; establishment of QA/QC procedures; establishment of invoicing procedures and formatting.

1.06: Quality Assurance/Quality Control Measures

The Consultant Team will utilize its existing internal controls and any guidelines as set by the City to provide the technical resources necessary to ensure that deliverables are complete and that they meet City requirements. Reviews will be conducted by experienced staff not directly involved with the design or preparation of the deliverables. The reviews will be documented using a review form indicating the reviewer name, date of review, and the resolution of any comments. This task includes providing quality control reviews for the Design Development, 90% and 100% construction documents (plans, technical specifications, and opinion of probable costs).

TASK 2: PRELIMINARY INVESTIGATION

The goal of this phase is to review and assess existing data and reports relative to the project and conduct all necessary investigations and analyses required to identify and mitigate project issues that could impact or be impacted by the project including, but not limited to, the City's Parks and Recreation Master Plan; the Oxnard Housing Department documents and correspondence; regulatory/code and permitting requirements; Ventura County Department of Airports documents and correspondence; CEQA compliance, geotechnical investigation, including soil analysis as needed; mapping and utility investigation. Specific tasks include:

2.01: Data Gathering

Assemble and review existing plans and other information for the project site including field visits as required to fully investigate and inventory existing conditions to identify opportunities, constraints, and verify the presence of existing utilities, points of connection, orientations, sun and shade conditions, grading, existing plant material, soil conditions, etc.

2.02: Geotechnical Report

Conduct a geotechnical engineering investigation to inform the possible location of LID elements, as well as optimal locations for additional site structures. Deliverable will be in PDF format.

2.03: Topographic Survey

A topographic survey for the site will be prepared in AutoCAD format and serve as the Project base map. The Consultant will research County and City record data for centerline, survey control, existing geodetic control, and design network plans. Consultant will establish the horizontal and vertical survey control based on the City's Global Positioning System (GPS) network. Existing monuments will be used to establish the centerline of street

alignments. Centerline monuments and ties will be displayed in the topographic survey. Topography will be georeferenced using the North American Datum from 1983 (NAD83), California Zone V for horizontal control and North American Vertical Datum from 1988 (NAVD 88) for vertical control. The survey data will include:

» **Contours at one-foot intervals**
» **Spot elevations on hardscape features**
» **Existing building and structure footprints**
» **Sidewalks and trails, driveways, and handicap ramps**
» **Pavement areas, including roadway surfaces**
» **Trees and major specimen plants, with trunk diameters greater than 6 inches**
» **Above ground utilities including valves, pull-boxes, meters, and vaults, misc. manholes**
» **All major surface features that define the shape of the terrain, such as tops and toes of slopes, grade breaks and natural ground**

2.04: Arborist Report

Prepare an arboricultural evaluation of all on-site trees regardless of size. A photo-documented report will be provided that includes a tree inventory with tree number, trunk diameter, current canopy spread, health and structural condition, photographic of each tree, suitability for preservation, and suitability for relocation. A tree location plan will accompany the report and be included in the contract documents.

2.05: CEQA Compliance Review

Consultant will review the development application, project plans, any applicant-provided technical reports prepared for the Project, and any other documents relevant to the environmental analysis. This review will allow Consultant to determine the adequacy of the documentation prepared to comply with CEQA. Consultant will identify baseline environmental conditions that will be affected by the Project through evaluation of the project location, environmental setting, and project characteristics.

2.06: Mapping and Utility Investigation

Consultant will review existing data available for the project include site conditions, and request and utilities in the area from utility agencies. Consultant will perform a utility search for all affected utilities in the project area including, but not limited to, water, electric, gas, sewer, communication, and storm drain. Consultant will develop a technical memorandum identifying each utility, as-built drawing numbers, contact information for each utility, and their existing and proposed structures in the project area. Consultant will add the utilities to a base map to be used in evaluating schematic designs.

TASK 3: COMMUNITY ENGAGEMENT

3.01: Stakeholder Meetings

The Consultant Team will facilitate a set of meetings to introduce stakeholders to the design process and elicit input into the Community Outreach and Facilitation Plan. Stakeholders will include those involved in the first phase of input into the grant application and others who can become partners in implementing the strategies included in the Community Outreach and Facilitation Plan. At minimum this should include City Corps, Oxnard PAL, Oxnard Rec.

3.02: Develop Community Outreach and Facilitation Plan

Consultant will develop a responsive and adaptive plan that will prepare the process of Public Engagement. This plan will include specific activities and a proposed sequence of events that corresponds to the design development benchmarks.

3.03: Initiate Multimedia Campaign

Consultant will develop a multi-platform, multi-point, bilingual campaign that will include both digital and paper components. These will correspond to the development of the design components and will function to both build awareness about the Campus Park design and development process, but also to gain input and feedback about emerging concepts.

3.04: Youth/Corps Training

Consultant will design and implement a training to educate Oxnard youth about planning and design, generate excitement about amenities and features of the new Campus Park, and encourage participants to share their unique perspective on what they think will make Campus Park a great community asset. The training will include an interactive presentation that introduces students to planning and design concepts, emphasizes the importance of community involvement, and incorporates facilitation techniques to equip youth with the skills to conduct community engagement activities with their peers. A toolkit with relevant design and facilitation materials will be developed and provided to youth. The kits will be designed for trained youth for in person events and digital platforms. The training will be conducted in a digital platform and adapted for in person engagement responding to social distance guidelines. Consultant will work with the city management team to conduct outreach to groups to recruit youth for the training. An initial toolkit will be designed for the first round of community workshops and revised for the second and third phases. Toolkit contents will be highly visual, accessible, and relevant to youth.

3.05 Community Workshops - Round 1
3.06 Community Workshops - Round 2
3.07 Community Workshops - Round 3

The Consultant Team will design and implement three rounds of community workshops series to engage with the Oxnard community and stakeholders in shaping the design of the new Campus Park. Consultant will utilize a variety of methods and tools to elicit input from community members. Consultant will utilize the input gathered during the grant application phase to curate highly visual materials to gather community ideas on specific elements of the design. Community members will participate in interactive exercises during a digital / web-based workshop. This activity will be adapted for the Youth / Corps (Task 3.4) to facilitate after their training, being implemented as an on-site drop by workshop, and for conducting on social media platforms. Consultant will develop an outline describing the approach for delivering the outreach activities for each round of workshops. The outline will include location and venues for in person activities, digital and remote engagement, method and timing for advertising meetings, and team roles. For each activity, Consultant will create project information materials, design an input tool, and develop a summary of the results. The Consultant Team proposes convening community members and stakeholders over three phases of the design process: 1) Envisioning design elements; 2) Reviewing design alternatives; 3) Final design.

TASK 4: SCHEMATIC DESIGN

The goal of this phase is to generate a refined site design for the project using information gathered during the community engagement process. Multiple (three) conceptual design alternatives will be prepared and presented to the community. During a design workshop with the City's project team, a consolidated design approach will be

prepared based on feedback from the community, stakeholders, and City staff. The schematic design package will include planting palettes and layout for native and drought-tolerant landscaping; identification of irrigation needs, feasibility, and available resources; lighting design fixture selection and layout; identification of feasible locations for stormwater infiltration and LID features (i.e. bioswales and permeable pavement); art potential locations for community art. A preliminary estimate of probable costs will be prepared to validate the proposed schematic design is within the stated budget. Specific tasks include:

4.01: Kickoff Design Workshop with City's Project Team

The goal of this meeting will be to review information gathered during the first round of Community Workshops.

4.02: Prepare Three (3) Distinct Conceptual Design Alternatives

These alternative designs will be reviewed by the Community, Stakeholders, and City's project team. Concepts will be illustrated with plans, sections, elevations, image boards, precedent imagery, and photo-simulations as required to sufficiently communicate the design intent. Deliverable will be in digital format (PDF).

4.03: 70% Design Workshop

Workshop with City's Project Team for review and discussion of Conceptual Design Alternatives.

4.04: Prepare 70% Schematic Design Package

Design package based on approved Conceptual Design approach(es) and feedback from City's Project Team. Package will include development of landscape and hardscape features, (prefabricated) restroom, lighting, site furnishings, signage and graphics, grading and drainage, and LID features.

4.05: Present 70% Schematic Design Package to Parks, Recreation, Community Services Commission

The goal of this presentation will be to present the conceptual design and information gathered during the Community Workshops and solicit feedback from the Commission.

4.06: Prepare 100% Schematic Design Package

This package is based on revisions requested by the Commission and City's Project Team. A preliminary estimate of probable construction costs will be prepared for this milestone.

TASK 5: DESIGN DEVELOPMENT

The goal of this task is to prepare a Design Development package (60% PS&E) based on the approved Schematic Design package – ensuring that all elements described in the Grant Agreement (which is attached hereto and incorporated herein as Attachment A by this reference) are prioritized. The Consultant shall refine the design and identify all key construction systems, materials, and critical coordination issues. The Consultant will refine the Schematic Design and identify all key construction systems, materials, and critical coordination issues while initiating the PS&E process. Consultant will initiate coordination of the landscape design with the subconsultant team, City's Project Team, and specialty subcontractors. Drawings to be prepared in AutoCAD and PDF formats for review with City's Project Manager. Samples of proposed materials (planting, paving, furniture, etc.) will be provided for review with the City's Project Manager. Specific tasks include:

5.01: Coordinate CEQA Compliance Documentation

Consultant will work closely with City staff to coordinate CEQA compliance and documentation. Consultant will review the Categorical Exemption, coordinate public noticing, and provide assistance at the public hearing(s).

5.02: Prepare 50% Design Development Package

This is an interim submittal for internal review with the City of Oxnard. Package will include draft plans and outline specifications – as well as perspective sketches and renderings as required to convey the landscape character of the project.

5.03: Attend Progress Submittal Review Meeting

This meeting will be with the City of Oxnard to review the interim 50% Design Development package.

5.04: Prepare 100% Design Development Package (70% PS&E)

Based on feedback from the City of Oxnard review meeting, Consultant to revise Design Development package and submit for City review.

TASK 6: FINAL PS&E

The goal of this task is to prepare final construction documents (plans, specifications, and estimate) suitable to bidding and construction. Specific tasks include:

6.01: Prepare 90% Construction Documents Package

Based on feedback from Design Development package, Consultant will make necessary revisions to PS&E and submit to City of Oxnard for plan check. The 90% CD package will also be submitted to the California Natural Resources Agency for their review of project conformance to grant requirements.

6.02: Prepare 100% Construction Documents Package

Consultant to address comments from plan check and California Natural Resources Agency and prepare final plans, specifications, and estimate, and submit to City of Oxnard. It is anticipated that this package will be suitable for bidding and construction.

TASK 7: CONSTRUCTION PHASE SUPPORT

The goal of this task is to provide design support during construction phases. Consultant will respond to requests for information (RFI) from the construction contractor (Contractor), and review submittals for those parts of the project in the above scope of services. Consultant will provide design services during construction in support of the City's Construction Project Manager. Consultant will visit the site to familiarize generally with the progress and quality of construction and determine in general if the construction is proceeding in accordance with project design intent and construction documents. Consultant will keep the City informed of the progress of construction and may recommend to the City the rejection of work failing to conform to the contract documents. Specific tasks include:

7.01: Attend Pre-Construction Meeting

Meeting with Contractor and City's Construction Project Manager to review construction schedule, proposed submittal log, and methods of communication.

7.02: Attend Bi-Weekly Construction Meetings

Meetings to review progress, assist the Contractor and City's Construction Project Manager in interpretation of the design, and to observe the Contractor's conformance to the plans and specifications.

7.03: Perform In-House Field Coordination

Coordination including preparing responses to Contractor Requests for Information (RFIs), submittal and shop drawing review, and preparation of drawing addenda.

7.04: Perform Nursery Visits

These visits will take place in Southern California region to review 24" box trees and larger, observing conformance to Specifications.

7.05: Attend Pre-Punch Job Walk

This walk will identify items that require Contractor resolution; includes preparation of punch list in collaboration with City's Construction Project Manager.

7.06: Attend Punch List Job Walk

Job walk to review resolution of items that require Contractor resolution.

7.07: Prepare Record Drawings

These drawings based on Contractor as-built markups, and deliver to City of Oxnard.

COSTS AND RATES EXHIBIT

Campus Park Design/Activation Project (RFP #PW 20-95)
Proposed Professional Service Fee Summary
16 October 2020

	MIG	Encompass Design Group	Integral Group	Brandow & Johnson	Jacobus & Yuang	Carlberg Associates	Spohn Ranch	Geolabs	Subtotal x Phase
Task 1: Project Management	$ 77,935.00	$ 3,840.00	$ -	$ -	$ -	$ -	$ 2,106.00	$ -	$ 83,881.00
Task 2: Preliminary Investigation	$ 15,830.00	$ 29,920.00	$ -	$ -	$ -	$ 7,920.00	$ 238.00	$ 8,852.00	$ 62,760.00
Task 3: Community Engagement	$ 90,680.00	$ -	$ -	$ -	$ -	$ -	$ 1,428.00	$ -	$ 92,108.00
Task 4: Schematic Design	$ 107,330.00	$ 23,280.00	$ -	$ 3,150.00	$ 6,044.50	$ -	$ 8,774.00	$ -	$ 148,578.50
Task 5: Design Development	$ 121,760.00	$ 109,635.00	$ 11,310.00	$ 3,720.00	$ 13,347.10	$ -	$ 7,458.00	$ -	$ 267,230.10
Task 6: Final PS&E	$ 130,220.00	$ 75,450.00	$ 15,200.00	$ 8,180.00	$ 18,883.15	$ -	$ 18,031.00	$ -	$ 265,964.15
Task 7: Construction Phase Support	$ 92,025.00	$ 33,240.00	$ 5,460.00	$ 6,020.00	$ -	$ -	$ 7,672.00	$ -	$ 144,417.00
Reimbursables Budget	$ 20,050.00	$ 5,000.00	$ 300.00	$ 200.00	$ 200.00	$ 200.00	$ 1,100.00	$ 7,950.00	$ 35,000.00
Subtotal x Consultant	$ 655,830.00	$ 280,365.00	$ 32,270.00	$ 21,270.00	$ 38,474.75	$ 8,120.00	$ 46,807.00	$ 16,802.00	

Grand Total	**$ 1,099,938.75**

Campus Park Design/Activation Project (RFP #PW 20-95)
Proposed Professional Service Fee
16 October 2020

	MIG																	
	Evan Mather		**Jose Leal**		**Wendy Chan**		**TBD**		**TBD**		**Esmeralda Garcia**		**Noe Noyola**		**TBD**	
	Principal Project Director		*Senior Project Manager*		*Landscape Architect*		*Irrigation Design*		*Landscape Designer*		*Principal (Outreach)*		*Project Manager (Outreach)*		*Outreach Associate*	
	Hours @	$ 240	Hours @	$ 175	Hours @	$ 175	Hours @	$ 140	Hours @	$ 90	Hours @	$ 240	Hours @	$ 140	Hours @	$ 100
Task 1: Project Management																		
1.01 Kickoff Meeting with City's Project Team	5	$ 1,200	2	$ 350	4	$ 700	0	$ -	0	$ -	2	$ 480	2	$ 280	0	$ -
1.02 General Project Management	0	$ -	100	$ 23,450	0	$ -	0	$ -	0	$ -	0	$ -	20	$ 2,800	0	$ -
1.03 Regular Meetings with City of Oxnard	25	$ 6,000	100	$ 17,500	25	$ 4,375	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
1.04 Monthly Billing Invoice & Status Reports	0	$ -	24	$ 4,200	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
1.05 Coordination and Management of Subconsultants	0	$ -	40	$ 7,000	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
1.06 Quality Assurance/Quality Control Measures	40	$ 9,600	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
Subtotal	*70*	*$ 16,800*	*266*	*$ 52,500*	*29*	*$ 5,075*	*0*	*$ -*	*0*	*$ -*	*2*	*$ 480*	*22*	*$ 3,080*	*0*	*$ -*
Task 2: Preliminary Investigation																		
2.01 Data Gathering	0	$ -	26	$ 4,550	0	$ -	0	$ -	56	$ 5,040	0	$ -	0	$ -	0	$ -
2.02 Geotechnical Report	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
2.03 Topographic Survey	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
2.04 Arborist Report	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
2.05 CEQA Compliance Review	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
2.06 Mapping and Utility Investigation	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
Subtotal	*0*	*$ -*	*26*	*$ 4,550*	*0*	*$ -*	*0*	*$ -*	*56*	*$ 5,040*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*
Task 3: Community Engagement																		
3.01 Stakeholder Meetings	4	$ 960	4	$ 700	4	$ 700	0	$ -	0	$ -	4	$ 960	16	$ 2,240	8	$ 800
3.02 Develop Community Outreach and Facilitation Plan	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	4	$ 960	12	$ 1,680	0	$ -
3.03 Initiate Multimedia Campaign	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	8	$ 1,920	16	$ 2,240	80	$ 8,000
3.04 Youth/Corps Training	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	16	$ 3,840	24	$ 3,360	32	$ 3,200
3.05 Community Workshops - Round 1	8	$ 1,920	8	$ 1,400	8	$ 1,400	0	$ -	0	$ -	16	$ 3,840	32	$ 4,480	32	$ 3,200
3.06 Community Workshops - Round 2	8	$ 1,920	8	$ 1,400	8	$ 1,400	0	$ -	0	$ -	16	$ 3,840	32	$ 4,480	32	$ 3,200
3.07 Community Workshops - Round 3	8	$ 1,920	8	$ 1,400	8	$ 1,400	0	$ -	0	$ -	16	$ 3,840	32	$ 4,480	32	$ 3,200
Subtotal	*28*	*$ 6,720*	*28*	*$ 4,900*	*28*	*$ 4,900*	*0*	*$ -*	*0*	*$ -*	*80*	*$ 19,200*	*164*	*$ 22,960*	*216*	*$ 21,600*
Task 4: Schematic Design																		
4.01 Kickoff Design Workshop with City's Project Team	4	$ 960	4	$ 700	4	$ 700	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
4.02 Prepare Conceptual Design Alternatives (2)	40	$ 9,600	40	$ 7,000	53	$ 9,275	0	$ -	257	$ 23,130	0	$ -	0	$ -	0	$ -
4.03 70% Design Workshop with City's Project Team	4	$ 960	4	$ 700	4	$ 700	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
4.04 Prepare 70% Schematic Design Package	20	$ 4,800	20	$ 3,500	32	$ 5,600	0	$ -	154	$ 13,860	0	$ -	0	$ -	0	$ -
4.05 Present 70% Schematic Design Package to Parks, Recreation, Community Services	4	$ 960	4	$ 700	4	$ 700	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
4.06 Prepare 100% Schematic Design Package	11	$ 2,640	11	$ 1,925	22	$ 3,850	0	$ -	103	$ 9,270	0	$ -	0	$ -	0	$ -
Subtotal	*83*	*$ 19,920*	*83*	*$ 14,525*	*119*	*$ 20,825*	*0*	*$ -*	*514*	*$ 46,260*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*
Task 5: Design Development																		
5.01 Coordinate CEQA Compliance Documentation	0	$ -	8	$ 1,400	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
5.02 Prepare 50% Design Development Package	40	$ 9,600	40	$ 7,000	80	$ 14,000	25	$ 3,500	335	$ 30,150	0	$ -	0	$ -	0	$ -
5.03 Attend Progress Submittal Review Meeting with City of Oxnard	4	$ 960	0	$ -	4	$ 700	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
5.04 Prepare 100% Design Development Package	27	$ 6,480	27	$ 4,725	53	$ 9,275	17	$ 2,380	207	$ 18,630	0	$ -	0	$ -	0	$ -
Subtotal	*71*	*$ 17,040*	*75*	*$ 13,125*	*137*	*$ 23,975*	*42*	*$ 5,880*	*542*	*$ 48,780*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*
Task 6: Final PS&E																		
6.01 Prepare 90% Construction Documents Package	28	$ 6,720	28	$ 4,900	120	$ 21,000	100	$ 14,000	308	$ 27,720	0	$ -	0	$ -	0	$ -
6.02 Prepare 100% Construction Documents Package	20	$ 4,800	20	$ 3,500	80	$ 14,000	66	$ 9,240	206	$ 18,540	0	$ -	0	$ -	0	$ -
Subtotal	*48*	*$ 11,520*	*48*	*$ 8,400*	*200*	*$ 35,000*	*166*	*$ 23,240*	*514*	*$ 46,260*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*
Task 7: Construction Phase Support																		
7.01 Pre-Construction Meeting	0	$ -	4	$ 700	4	$ 700	4	$ 560	4	$ 360	0	$ -	0	$ -	0	$ -
7.02 Bi-Weekly Construction Meetings	12	$ 2,880	8	$ 1,400	208	$ 36,400	40	$ 5,600	0	$ -	0	$ -	0	$ -	0	$ -
7.03 In-House Field Coordination	8	$ 1,920	15	$ 2,625	104	$ 18,200	31	$ 4,340	40	$ 3,600	0	$ -	0	$ -	0	$ -
7.04 Nursery Visits	0	$ -	0	$ -	24	$ 4,200	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
7.05 Pre-Punch Job Walk	0	$ -	0	$ -	8	$ 1,400	0	$ -	8	$ 720	0	$ -	0	$ -	0	$ -
7.06 Punch List Job Walk	0	$ -	0	$ -	8	$ 1,400	0	$ -	8	$ 720	0	$ -	0	$ -	0	$ -
7.07 Record Drawings	0	$ -	0	$ -	4	$ 700	0	$ -	40	$ 3,600	0	$ -	0	$ -	0	$ -
Subtotal	*20*	*$ 4,800*	*27*	*$ 4,725*	*360*	*$ 63,000*	*75*	*$ 10,500*	*100*	*$ 9,000*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*
TOTAL LABOR	320	$ 76,800.00	553	$ 102,725.00	873	$ 152,775.00	283	$ 39,620.00	1726	$ 155,340.00	82	$ 19,680.00	186	$ 26,040.00	216	$ 21,600.00
TOTAL DIRECT COSTS																
TOTAL CONTRACT AMOUNT																

Campus Park Design/Activation Project (RFP #PW 20-95)
Proposed Professional Service Fee
16 October 2020

												ECG Encompass Consultant Group		**Integral Group**		**Brandow & Johnson**		**Jacobus & Yuang**	
		TBD		**Melinda Mohammed**		**Cameron Hile**		**Dean DeShetler**											
		Graphic Designer		*Biologist*		*CEQA Compliance*		*Wayfinding and Graphics*		MIG Task Totals		ECG Task Totals		Integral Group Task Totals		B&J Task Totals		Jacobus & Yuang Task Totals	
		Hours @	$ 130	Hours @	$ 135	Hours @	$ 125	Hours @	$ 145										
Task 1: Project Management																			
1.01	Kickoff Meeting with City's Project Team	0	$ -	0	$ -	0	$ -	0	$ -	15	$ 3,010	4	$ 690	0	$ -	0	$ -	0	$ -
1.02	General Project Management	0	$ -	0	$ -	0	$ -	0	$ -	120	$ 26,250	0	$ -	0	$ -	0	$ -	0	$ -
1.03	Regular Meetings with City of Oxnard	0	$ -	0	$ -	0	$ -	0	$ -	150	$ 27,875	18	$ 3,150	0	$ -	0	$ -	0	$ -
1.04	Monthly Billing Invoice & Status Reports	0	$ -	0	$ -	0	$ -	0	$ -	24	$ 4,200	0	$ -	0	$ -	0	$ -	0	$ -
1.05	Coordination and Management of Subconsultants	0	$ -	0	$ -	0	$ -	0	$ -	40	$ 7,000	0	$ -	0	$ -	0	$ -	0	$ -
1.06	Quality Assurance/Quality Control Measures	0	$ -	0	$ -	0	$ -	0	$ -	40	$ 9,600	0	$ -	0	$ -	0	$ -	0	$ -
	Subtotal	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*	*389*	*$ 77,935*	*22*	*$ 3,840*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*
Task 2: Preliminary Investigation																			
2.01	Data Gathering	0	$ -	0	$ -	0	$ -	0	$ -	82	$ 9,590	0	$ -	0	$ -	0	$ -	0	$ -
2.02	Geotechnical Report	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
2.03	Topographic Survey	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	102	$ 20,080	0	$ -	0	$ -	0	$ -
2.04	Arborist Report	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
2.05	CEQA Compliance Review	0	$ -	24	$ 3,240	24	$ 3,000	0	$ -	48	$ 6,240	0	$ -	0	$ -	0	$ -	0	$ -
2.06	Mapping and Utility Investigation	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	64	$ 9,840	0	$ -	0	$ -	0	$ -
	Subtotal	*0*	*$ -*	*24*	*$ 3,240*	*24*	*$ 3,000*	*0*	*$ -*	*130*	*$ 15,830*	*166*	*$ 29,920*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*
Task 3: Community Engagement																			
3.01	Stakeholder Meetings	0	$ -	0	$ -	0	$ -	0	$ -	40	$ 6,360	0	$ -	0	$ -	0	$ -	0	$ -
3.02	Develop Community Outreach and Facilitation Plan	0	$ -	0	$ -	0	$ -	0	$ -	16	$ 2,640	0	$ -	0	$ -	0	$ -	0	$ -
3.03	Initiate Multimedia Campaign	40	$ 5,200	0	$ -	0	$ -	0	$ -	144	$ 17,360	0	$ -	0	$ -	0	$ -	0	$ -
3.04	Youth/Corps Training	16	$ 2,080	0	$ -	0	$ -	0	$ -	88	$ 12,480	0	$ -	0	$ -	0	$ -	0	$ -
3.05	Community Workshops - Round 1	8	$ 1,040	0	$ -	0	$ -	0	$ -	112	$ 17,280	0	$ -	0	$ -	0	$ -	0	$ -
3.06	Community Workshops - Round 2	8	$ 1,040	0	$ -	0	$ -	0	$ -	112	$ 17,280	0	$ -	0	$ -	0	$ -	0	$ -
3.07	Community Workshops - Round 3	8	$ 1,040	0	$ -	0	$ -	0	$ -	112	$ 17,280	0	$ -	0	$ -	0	$ -	0	$ -
	Subtotal	*80*	*$ 10,400*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*	*624*	*$ 90,680*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*
Task 4: Schematic Design																			
4.01	Kickoff Design Workshop with City's Project Team	0	$ -	0	$ -	0	$ -	0	$ -	12	$ 2,360	2	$ 360	0	$ -	0	$ -	0	$ -
4.02	Prepare Conceptual Design Alternatives (2)	0	$ -	0	$ -	0	$ -	0	$ -	390	$ 49,005	48	$ 7,640	0	$ -	1	$ 240	0	$ -
4.03	70% Design Workshop with City's Project Team	0	$ -	0	$ -	0	$ -	0	$ -	12	$ 2,360	0	$ -	0	$ -	0	$ -	0	$ -
4.04	Prepare 70% Schematic Design Package	0	$ -	0	$ -	0	$ -	24	$ 3,480	250	$ 31,240	48	$ 7,640	0	$ -	12	$ 1,910	0	$ -
4.05	Present 70% Schematic Design Package to Parks, Recreation, Community Services	0	$ -	0	$ -	0	$ -	0	$ -	12	$ 2,360	0	$ -	0	$ -	0	$ -	0	$ -
4.06	Prepare 100% Schematic Design Package	0	$ -	0	$ -	0	$ -	16	$ 2,320	163	$ 20,005	48	$ 7,640	0	$ -	6	$ 1,000	45	$ 6,045
	Subtotal	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*	*40*	*$ 5,800*	*839*	*$ 107,330*	*146*	*$ 23,280*	*0*	*$ -*	*19*	*$ 3,150*	*45*	*$ 6,045*
Task 5: Design Development																			
5.01	Coordinate CEQA Compliance Documentation	0	$ -	16	$ 2,160	40	$ 5,000	0	$ -	64	$ 8,560	0	$ -	0	$ -	0	$ -	0	$ -
5.02	Prepare 50% Design Development Package	0	$ -	0	$ -	0	$ -	24	$ 3,480	544	$ 67,730	436	$ 70,840	36	$ 6,240	13	$ 1,980	0	$ -
5.03	Attend Progress Submittal Review Meeting with City of Oxnard	0	$ -	0	$ -	0	$ -	0	$ -	8	$ 1,660	2	$ 360	0	$ -	0	$ -	0	$ -
5.04	Prepare 100% Design Development Package	0	$ -	0	$ -	0	$ -	16	$ 2,320	347	$ 43,810	239	$ 38,435	30	$ 5,070	12	$ 1,740	100	$ 13,347
	Subtotal	*0*	*$ -*	*16*	*$ 2,160*	*40*	*$ 5,000*	*40*	*$ 5,800*	*963*	*$ 121,760*	*677*	*$ 109,635*	*66*	*$ 11,310*	*25*	*$ 3,720*	*100*	*$ 13,347*
Task 6: Final PS&E																			
6.01	Prepare 90% Construction Documents Package	0	$ -	0	$ -	0	$ -	24	$ 3,480	608	$ 77,820	330	$ 55,050	64	$ 11,000	45	$ 6,200	79	$ 10,563
6.02	Prepare 100% Construction Documents Package	0	$ -	0	$ -	0	$ -	16	$ 2,320	408	$ 52,400	120	$ 20,400	24	$ 4,200	13	$ 1,980	62	$ 8,320
	Subtotal	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*	*40*	*$ 5,800*	*1016*	*$ 130,220*	*450*	*$ 75,450*	*88*	*$ 15,200*	*58*	*$ 8,180*	*141*	*$ 18,883*
Task 7: Construction Phase Support																			
7.01	Pre-Construction Meeting	0	$ -	0	$ -	0	$ -	0	$ -	16	$ 2,320	8	$ 1,380	0	$ -	4	$ 760	0	$ -
7.02	Bi-Weekly Construction Meetings	0	$ -	0	$ -	0	$ -	0	$ -	268	$ 46,280	60	$ 10,200	17	$ 2,935	0	$ -	0	$ -
7.03	In-House Field Coordination	0	$ -	0	$ -	0	$ -	0	$ -	198	$ 30,685	80	$ 13,500	0	$ -	20	$ 2,760	0	$ -
7.04	Nursery Visits	0	$ -	0	$ -	0	$ -	0	$ -	24	$ 4,200	0	$ -	0	$ -	0	$ -	0	$ -
7.05	Pre-Punch Job Walk	0	$ -	0	$ -	0	$ -	0	$ -	16	$ 2,120	4	$ 690	5	$ 775	8	$ 1,520	0	$ -
7.06	Punch List Job Walk	0	$ -	0	$ -	0	$ -	0	$ -	16	$ 2,120	4	$ 690	5	$ 775	0	$ -	0	$ -
7.07	Record Drawings	0	$ -	0	$ -	0	$ -	0	$ -	44	$ 4,300	41	$ 6,780	6	$ 975	8	$ 980	0	$ -
	Subtotal	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*	*0*	*$ -*	*582*	*$ 92,025*	*197*	*$ 33,240*	*33*	*$ 5,460*	*40*	*$ 6,020*	*0*	*$ -*
	TOTAL LABOR	80	$ 10,400.00	40	$ 5,400.00	64	$ 8,000.00	120	$ 17,400.00	4543	$ 635,780.00	1658	$ 275,365.00	187	$ 31,970.00	142	$ 21,070.00	286	$ 38,274.75
	TOTAL DIRECT COSTS										$ 20,050.00		$ 5,000.00		$ 300.00		$ 200.00		$ 200.00
	TOTAL CONTRACT AMOUNT																		

Campus Park Design/Activation Project (RFP #PW 20-95)
Proposed Professional Service Fee
16 October 2020

		Carlberg Associates		Spohn Ranch		Geolabs		
		Carlberg Associates Task Totals		Spohn Ranch Task Totals		Geolabs Task Totals		**Professional Fee Totals**
Task 1: Project Management								
1.01	Kickoff Meeting with City's Project Team	0	$ -	0	$ -	0	$ -	$ 3,700
1.02	General Project Management	0	$ -	14	$ 1,666	0	$ -	$ 27,916
1.03	Regular Meetings with City of Oxnard	0	$ -	0	$ -	0	$ -	$ 31,025
1.04	Monthly Billing Invoice & Status Reports	0	$ -	8	$ 440	0	$ -	$ 4,640
1.05	Coordination and Management of Subconsultants	0	$ -	0	$ -	0	$ -	$ 7,000
1.06	Quality Assurance/Quality Control Measures	0	$ -	0	$ -	0	$ -	$ 9,600
	Subtotal	*0*	*$ -*	*22*	*$ 2,106*	*0*	*$ -*	$ 83,881
Task 2: Preliminary Investigation								
2.01	Data Gathering	0	$ -	2	$ 238	0	$ -	$ 9,828
2.02	Geotechnical Report	0	$ -	0	$ -	72	$ 8,852	$ 8,852
2.03	Topographic Survey	0	$ -	0	$ -	0	$ -	$ 20,080
2.04	Arborist Report	48	$ 7,920	0	$ -	0	$ -	$ 7,920
2.05	CEQA Compliance Review	0	$ -	0	$ -	0	$ -	$ 6,240
2.06	Mapping and Utility Investigation	0	$ -	0	$ -	0	$ -	$ 9,840
	Subtotal	*48*	*$ 7,920*	*2*	*$ 238*	*72*	*$ 8,852*	$ 62,760
Task 3: Community Engagement								
3.01	Stakeholder Meetings	0	$ -	0	$ -	0	$ -	$ 6,360
3.02	Develop Community Outreach and Facilitation Plan	0	$ -	0	$ -	0	$ -	$ 2,640
3.03	Initiate Multimedia Campaign	0	$ -	0	$ -	0	$ -	$ 17,360
3.04	Youth/Corps Training	0	$ -	0	$ -	0	$ -	$ 12,480
3.05	Community Workshops - Round 1	0	$ -	12	$ 1,428	0	$ -	$ 18,708
3.06	Community Workshops - Round 2	0	$ -	0	$ -	0	$ -	$ 17,280
3.07	Community Workshops - Round 3	0	$ -	0	$ -	0	$ -	$ 17,280
	Subtotal	*0*	*$ -*	*12*	*$ 1,428*	*0*	*$ -*	$ 92,108
Task 4: Schematic Design								
4.01	Kickoff Design Workshop with City's Project Team	0	$ -	4	$ 476	0	$ -	$ 3,196
4.02	Prepare Conceptual Design Alternatives (2)	0	$ -	24	$ 2,856	0	$ -	$ 59,741
4.03	70% Design Workshop with City's Project Team	0	$ -	30	$ 3,570	0	$ -	$ 5,930
4.04	Prepare 70% Schematic Design Package	0	$ -	16	$ 1,232	0	$ -	$ 42,022
4.05	Present 70% Schematic Design Package to Parks, Recreation, Community Services	0	$ -	0	$ -	0	$ -	$ 2,360
4.06	Prepare 100% Schematic Design Package	0	$ -	10	$ 640	0	$ -	$ 35,330
	Subtotal	*0*	*$ -*	*84*	*$ 8,774*	*0*	*$ -*	$ 148,579
Task 5: Design Development								
5.01	Coordinate CEQA Compliance Documentation	0	$ -	0	$ -	0	$ -	$ 8,560
5.02	Prepare 50% Design Development Package	0	$ -	54	$ 5,670	0	$ -	$ 152,460
5.03	Attend Progress Submittal Review Meeting with City of Oxnard	0	$ -	0	$ -	0	$ -	$ 2,020
5.04	Prepare 100% Design Development Package	0	$ -	20	$ 1,788	0	$ -	$ 104,190
	Subtotal	*0*	*$ -*	*74*	*$ 7,458*	*0*	*$ -*	$ 267,230
Task 6: Final PS&E								
6.01	Prepare 90% Construction Documents Package	0	$ -	169	$ 12,961	0	$ -	$ 173,594
6.02	Prepare 100% Construction Documents Package	0	$ -	52	$ 5,070	0	$ -	$ 92,370
	Subtotal	*0*	*$ -*	*221*	*$ 18,031*	*0*	*$ -*	$ 265,964
Task 7: Construction Phase Support								
7.01	Pre-Construction Meeting	0	$ -	8	$ 952	0	$ -	$ 5,412
7.02	Bi-Weekly Construction Meetings	0	$ -	40	$ 4,760	0	$ -	$ 64,175
7.03	In-House Field Coordination	0	$ -	10	$ 1,190	0	$ -	$ 48,135
7.04	Nursery Visits	0	$ -	0	$ -	0	$ -	$ 4,200
7.05	Pre-Punch Job Walk	0	$ -	0	$ -	0	$ -	$ 5,105
7.06	Punch List Job Walk	0	$ -	0	$ -	0	$ -	$ 3,585
7.07	Record Drawings	0	$ -	10	$ 770	0	$ -	$ 13,805
	Subtotal	*0*	*$ -*	*68*	*$ 7,672*	*0*	*$ -*	$ 144,417
	TOTAL LABOR	48	$ 7,920.00	483	$ 45,707.00	72	$ 8,852.00	**$ 1,064,938.75**
	TOTAL DIRECT COSTS		$ 200.00		$ 1,100.00		$ 7,950.00	$ 35,000.00
	TOTAL CONTRACT AMOUNT							**$ 1,099,938.75**

SCHEDULE OF SERVICES EXHIBIT
(page 1 of 2)

Specific project milestones include:

» Kickoff Meeting with City of Oxnard – TBD Following Agreement Execution

» Community Workshops Round #1 – January 11-29, 2021

» Kickoff Design Workshop with City of Oxnard – February 5, 2021

» Community Workshops Round #2 – February 22-March 12, 2021

» 70% Design Workshop with City of Oxnard – March 17, 2021

» Community Workshops Round #3 – April 1-21, 2021

» Present 70% Schematic Design to Parks, Recreation, Community Services – April 28, 2021

» Submit 100% Schematic Design Package (30% PS&E) – May 26, 2021

» Review 50% Design Development Progress with City of Oxnard – June 23, 2021

» Submit 100% Design Development Package (60% PS&E) – July 21, 2021

» Submit 90% Construction Documents (90% PS&E) – September 22, 2021

» Submit 100% Construction Documents (100% PS&E) – November 11, 2021

» Bid Period – December 2021

» Contract Award – February 2022

» Begin Construction – April 2022

» Substantial Completion – April 2023

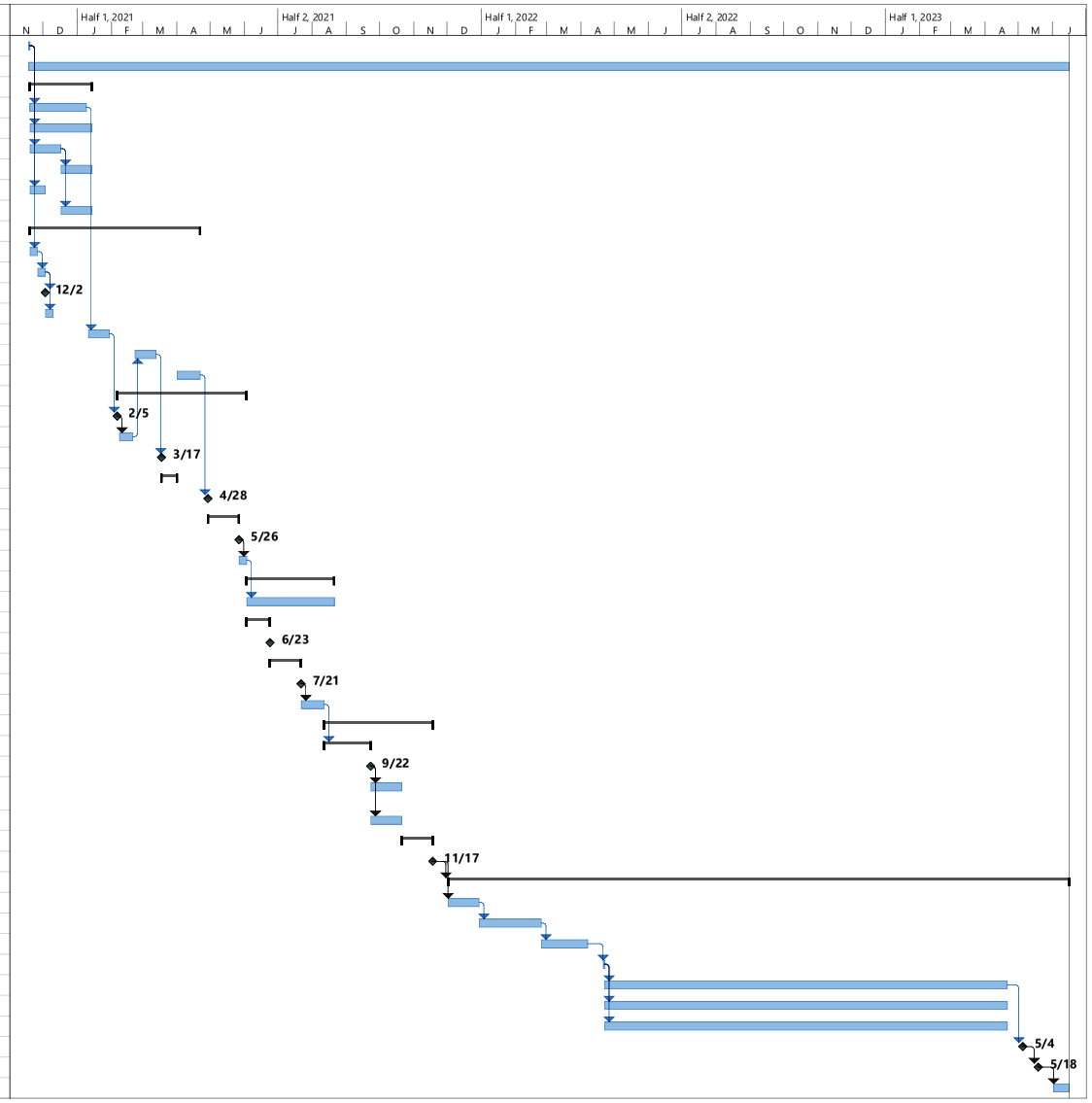
» End Construction – May 2023

» Submit Record Drawings – June 2023

SCHEDULE OF SERVICES EXHIBIT
(page 2 of 2)

Schedule, *continued*

Task Name	Duration	Start
Receipt of Notice to Proceed (NTP)	**1 day**	**Wed 11/18/20**
Task 1: Project Management	134.4 wks	Wed 11/18/20
Task 2: Preliminary Investigations	40 days	Thu 11/19/20
Data Gathering	37 days	Thu 11/19/20
Geotechnical Report	8 wks	Thu 11/19/20
Topographic Survey	4 wks	Thu 11/19/20
Arborist Report	4 wks	Thu 12/17/20
CEQA Compliance Review	2 wks	Thu 11/19/20
Mapping and Utility Investigation	4 wks	Thu 12/17/20
Task 3: Community Engagement	110 days	Thu 11/19/20
Stakeholder Meetings	1 wk	Thu 11/19/20
Develop Community Outreach and Facilitation Plan	1 wk	Thu 11/26/20
Initiate Multimedia Campaign	0 wks	Wed 12/2/20
Youth/Corps Training	1 wk	Thu 12/3/20
Community Workshops: Round 1 - Input on Design Elements	**3 wks**	**Mon 1/11/21**
Community Workshops: Round 2 - Input on Alternatives	**3 wks**	**Mon 2/22/21**
Community Workshops: Round 3 - Input on Final Design	**3 wks**	**Thu 4/1/21**
Task 4: Schematic Design	83 days	Fri 2/5/21
Kickoff Design Workshop with City's Project Team	0 days	Fri 2/5/21
Prepare Conceptual Design Alternatives (2)	2 wks	Mon 2/8/21
70% Design Workshop with City's Project Team	0 days	Wed 3/17/21
Prepare 70% Schematic Design Package	10 days	Thu 3/18/21
Present 70% Schematic Design to Parks, Rec, Community Services	**0 days**	**Wed 4/28/21**
Prepare 100% Schematic Design Package	20 days	Thu 4/29/21
Submit 100% Schematic Design Package to City of Oxnard	**0 days**	**Wed 5/26/21**
City Review Period	1 wk	Thu 5/27/21
Task 5: Design Development	57 days	Thu 6/3/21
Coordinate CEQA Compliance Documentation	57 days	Thu 6/3/21
Prepare 50% Design Development Plans	15 days	Thu 6/3/21
Progress Submittal Meeting with City of Oxnard	**0 days**	**Wed 6/23/21**
Prepare 100% Design Development Plans	20 days	Thu 6/24/21
Submit 100% Design Development Set to City of Oxnard	**0 days**	**Wed 7/21/21**
City Review Period	3 wks	Thu 7/22/21
Task 6: Final PS&E	70 days	Thu 8/12/21
Prepare 90% Construction Documents	30 days	Thu 8/12/21
Submit 90% Construction Documents to City of Oxnard	**0 days**	**Wed 9/22/21**
Submit 90% Construction Documents to California Natural Resources Agency Review	**4 wks**	**Thu 9/23/21**
City Plan Check	4 wks	Thu 9/23/21
Prepare 100% Construction Documents	20 days	Thu 10/21/21
Submit 100% Construction Documents to City of Oxnard	**0 days**	**Wed 11/17/21**
Task 7: Construction Phase Support	401 days	Thu 12/2/21
Bid Period	**4 wks**	**Thu 12/2/21**
Contract Award	**8 wks**	**Thu 12/30/21**
Contractor Mobilization	**6 wks**	**Thu 2/24/22**
Pre-Construction Meeting	1 day	Thu 4/21/22
Bi-Weekly Construction Meetings	52 wks	Fri 4/22/22
In-House Field Coordination	52 wks	Fri 4/22/22
Nursery Visits	52 wks	Fri 4/22/22
Pre-Punch Job Walk	0 days	Thu 5/4/23
Punch List Job Walk	0 days	Thu 5/18/23
Record Drawings	2 wks	Fri 6/2/23



ATTACHMENT A (Grant Agreement)

ITEM #D-3

State of California - Natural Resources Agency

Department of Parks and Recreation

GRANT CONTRACT

2018 Parks Bond Act

Statewide Park Development and Community Revitalization

GRANTEE City of Oxnard

GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2022

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

PROJECT TITLE CAMPUS PARK EXPANSION PROJECT NUMBER SW-56-001

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed $8,500,000.00

City of Oxnard
Grantee

By Alexander Nguyen
Typed or printed name of Authorized Representative

Signature of Authorized Representative

Address 300 West Third Street Oxnard, CA 93030

Title City Manager

Date 4/15/2020

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By Jana Clarke
Typed or printed name of Authorized Representative

Signature of Authorized Representative

Title Supervisor

Date 4-19-20

CERTIFICATION OF FUNDING

CONTRACT NO	AMENDMENT NO	FISCAL SUPPLIER I.D.			PROJECT NO.
C9801019		0000011778			SW-56-001
AMOUNT ENCUMBERED BY THIS DOCUMENT		FUND.			
$8,500,000.00		Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM	CHAPTER	STATUTE	FISCAL YEAR
		3790-101-6088	29	18	2019/20
TOTAL AMOUNT ENCUMBERED TO DATE	REPORTING STRUCTURE	ACCOUNT/ALT.ACCOUNT	ACTIVITY CODE	PROJECT / WORK PHASE	
$ $8,500,000.00	37900091	5432000 *5432000000* 0000000000	69800	37900000SW56001	
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B.R.. NO.	ACCOUNTING OFFICER'S SIGNATURE Demetri Williams			DATE. MAY 0 : 2020	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Oxnard (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $8,500,000, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2022.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.

6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.

7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

   To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).

4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.

2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Oxnard
GRANTEE

By: _____
Signature of Authorized Representative

Title: City Manager

Date: 4/15/2020

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

By: _____
Signature of Authorized Representative

Title: Supervisor

Date: 4-19-20

GRANT SCOPE/COST ESTIMATE FORM

GRANT SCOPE ITEMS **ACQUISITIONS:** List each parcel number, acreage, estimated date of purchase, and cost **DEVELOPMENT:** List each RECREATION FEATURE and MAJOR SUPPORT AMENITY	ESTIMATED COST
Construct a New Nature Themed Inclusive Playground	$1,100,000
Construct a New Community Garden	$200,000
Construct New Trails	$550,000
Construct New Landscaping	$900,000
Construct a Multi-Use Field/Meadow	$150,000
Construct Public Art	$80,000
Renovate 3 Basketball Courts	$20,000
Construct a New Pelota Mixteca Court	$200,000
Construct a New Multi-Use Pavilion/Amphitheater/Venue Space	$900,000
Construct New Lighting Throughout the Park	$350,000
Renovate Parking Lot Within Park Boundaries	$600,000
Construct a New Seasonal/Periodic Creek	$1,600,000
Construct New Stormwater Benefits	$200,000
Construct a New Pump Track	$250,000
Construct a New Skate Park	$1,200,000
Total Estimated Cost for the RECREATION FEATURES and MAJOR SUPPORT AMENITIES (A)	$8,300,000
Total Estimated PRE-CONSTRUCTION COST (B)	$1,800,000
TOTAL PROJECT COST (A+B)	$10,100,000
Requested GRANT Amount	$8,500,000

Estimated amount of the GRANT to be charged to PRE-CONSTRUCTION COSTS (cannot exceed 25% of the GRANT)	$1,800,000

The APPLICANT understands that this form will be used to establish the expected GRANT deliverables; all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public before the final GRANT payment will be made. The APPLICANT also understands that no more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs. See the ELIGIBLE COSTS charts starting on page 52 before creating a cost estimate.

AUTHORIZED REPRESENTATIVE Signature

10/24/2019
Date

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 <u>and</u> CG 2037).**

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

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

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

11/20

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD
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 ❒ 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: _____

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 _____

REQUEST FOR PROPOSAL

ITEM #D-3

CITY OF
OXNARD
CALIFORNIA

campus park

DESIGN/ACTIVATION PROJECT

RFP #PW 20-95 | JULY 22, 2020

MIG

617 WEST SEVENTH STREET, #304 | LOS ANGELES, CA 90017
(213) 694-3800 | WWW.MIGCOM.COM

In association with: BRANDOW & JOHNSTON | CWE | INTEGRAL GROUP
JACOBUS & YUANG, INC. | SPOHN RANCH | CARLBERG ASSOCIATES
GEOLABS-WESTLAKE VILLAGE

MIG

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CALIFORNIA
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July 22, 2020

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

RE: Request for Proposals (RFP #PW 20-95) Campus Park Design/Activation Project

Dear Members of the Selection Committee:

The City of Oxnard is at an important juncture in its evolution as a city and community as it seeks to reimagine and activate a critical and central site into a multipurpose park. Rich in culture and surrounded by the beautiful agricultural setting of the Oxnard Plain, **Oxnard boasts many assets**, including a diverse and hardworking community, a cadre of advocates and groups, historic neighborhoods and new developments, a youthful population and an abundance of youth sports and activities, an enviable coastal location with ideal weather, and a proven commitment to improving the health and recreation opportunities of its residents.

Nonetheless, despite being the largest city in Ventura County, Oxnard residents know that the city can at times be overshadowed by its more famous neighbors along the south coast like Malibu, Ventura, and Santa Barbara. Still, Oxnard's residents are resilient, and they talk with subtle pride about their community and its unique culture. They know that Oxnard has a lot to offer and only want to **build its identity**.

And Oxnard has done so much over the past few decades to do just that: it has added several new master planned neighborhoods that have included numerous new schools and local parks. Downtown has been infused with new energy through a Centennial Plaza, Heritage Square, and redesigns around La Placita. The Esplanade, The Collection – and now the redevelopment of the Wagon Wheel area – are all working to bolster Oxnard's forward-facing identity along the Highway 101 corridor. Despite relatively recent recreational public and private improvements – College Park, Seabridge Marina walking trails, and the various new neighborhood parks, among others – the city's phenomenal growth has subsequently led to increased demand for parks.

With the Campus Park Design/Activation Project, Oxnard is embracing an opportunity to address resident demand while simultaneously creating a signature recreational venue that bolsters community identity and civic pride. As the site of the old Oxnard High School, this exceptionally large and centrally located site will undoubtedly generate a buzz from adjacent Northside neighborhoods and from across the city. There will be many ideas and countless perspectives to consider for Campus Park, which means that this is not just a park design project but also an important part of an ongoing community process about the identity of the Oxnard.

The MIG Team is ideally suited for this project. We bring **proven, in-depth expertise** in parks planning and landscape design, innovative community engagement, bilingual Spanish language facilitation, and dynamic in-house graphic design and communication capabilities to the project.

Our passion is to help create public spaces that capture the community's spirit and have a special resonance by connecting families to art, nature, passive and active recreation, and play within the places they live. For nearly four decades, we have been connecting people to people, and people to place through engaging, contextual, and truly authentic participatory design.

We also understand the community of Oxnard. MIG has key team members who not only know its culture and patterns but can communicate on design and planning issues in a **fully bilingual and bicultural way.** We do not simply rely on translators, but instead, we conduct engagement activities fully in Spanish with our own in-house bilingual planners and designers who understand culture and meaning. We also work to ensure that communications materials convey ideas in meaningful, easy-to-understand ways for culture and context.

MIG is a community of designers, planners, and storytellers engaging, involving, and acting on the wisdom of the community in creative problem solving. Collectively, we are a streamlined, integrated team with deep and nuanced experience that brings the following specific strengths to the project:

- Commitment to building great public places that embrace universal design and are created with operational, economic, and ecological resilience in mind;
- A truly tailored approach that will engage stakeholders and the community and will result in reinforcing a sense of community-led design that meets the project requirements and budget goals creatively;
- Direct experience working on projects funded through the Statewide Park Development and Community Revitalization Program and within the framework of the grant requirements;
- And, an ability to implement the conceptual design and provide the requested services developing design solutions for public agencies of similar size, population, and needs.

MIG is intensely passionate about this project. We know that developing a grand design for Campus Park requires a unique blend of **innovative design, collaborative strategies and technical skills**. We also know and stress that creating a vibrant park requires authentic, meaningful, and perceptive engagement with the community. We are also keenly aware of the vital role that community groups, associations, businesses, and faith-based groups play as platforms of information and feedback. We are motivated to work in Oxnard, we will be responsive to the community in both our engagement and design process and expect to establish realistic steps to create a unique park that offers unique opportunities.

MIG, Inc, is pleased to submit this proposal for Landscape Architecture and Engineering Design Services that support the Campus Park Design/Activation project. We welcome the opportunity to discuss our proposal and ideas with you in further detail. Should you have any questions about our proposal, please do not hesitate to contact me at (310) 570-3804 or by email at emather@migcom.com or Project Manager José de Jesús Leal at (916) 329-8897 or by email at josel@migcom.com. Thank you for the opportunity to be considered for this transformative project for the City of Oxnard and the Ventura County region.

Sincerely,

Evan Mather, FASLA, PLA, SITES AP
Principal, Director of Landscape Architecture

José de Jesús Leal, ASLA, PLA, CID, CLIA
Project Manager

ADDENDUM NO. 1
RFP for Campus Park Design/Activation

June 23, 2020

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this Addenda on behalf of the company listed below.

Signed: _____ Dated: 7/20/2020

Print Name: Evan Mather Title: Principal

Company: Moore, Iacofano, Goltsman, Inc. (MIG)

Email: emather@migcom.com

ADDENDUM NO. 3
RFP for Campus Park Design/Activation

July 14, 2020

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this Addendum on behalf of the company listed below.

Signed: Dated: 7/20/2020

Print Name: Evan Mather Title: Principal

Company: Moore, Iacofano, Goltsman, Inc. (MIG)

Email: emather@migcom.com

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Earvin "Magic" Johnson Park, Willowbrook, CA

Tab A – Proposal Checklist

Instructions:

a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.

b) Follow the instructions in each section of this solicitation.

c) Present all requested items in the index tabs ordered A through G as shown.

d) Label each item presented and include additional items on your table of contents.

e) All proposals must include a detailed description of each proposed service to be provided.

f) Proposers that do not follow the bid instructions found in the separate document titled "**Terms and Conditions"** may be found to be "non-responsive" and disqualified from the bid process.

Name of Company: MIG, Inc.

Service to provide: Landscape architecture; engineering design services; community, stakeholder engagement; meeting/workshop facilitation; CEQA; Cost Estimating; and, Construction Phase Support

Main Point of Contact: Jose Leal, Project Manager

E-mail: JoseL@migcom.com **Phone:** 510-812-1455 (c)

MIG

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

		Page Number
☒ Tab A:	Proposal Checklist *(this page)*	A.2
☒ Tab B:	Acknowledgements	B.1
☒ Tab C:	Company Profile/ Experience	C.1
☒ Tab D:	Scope of Services	D.1
☒ Tab E:	References	E.1
☐ Tab F:	Cost/Budget Narrative (to be sent by July 27th, per Addendum 3)	F.1
☒ Tab G:	Proposer Attachment	G.1

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the Pproposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the Pproposer and I have the authority to bind the Pproposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, Daniel Iacofano — MIG, Inc.

Printed Name of Agent/Officer — **Name of Organization**

hereby certify that MIG, Inc. by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Date: 7/20/2020

Title of Agent/Officer: President and CEO

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

REST ROOM
AMPHITHEATER
COMMUNITY RING
PICNIC AREA
STAGE
SEASONAL MEADOW
CHILDREN PLAY SPACE
PICNIC AREA
WATER PLAY
SEASONAL MEADOW
PARKING
OUTDOOR CLASSROOM
COMMUNITY RING
COMMUNITY CENTER
TERRACE GARDENS
DROP-OFF
COMMUNITY PLAZA
WELLNESS LOOP
PICNIC AREA
WEDDING PAVILION
WADSWORTH AVENUE
COMMUNITY ORCHARD
COMMUNITY PROMENADE
ECO PARKING LOT

Tab B - Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable:**

a. Termination

b. Indemnification

c. Insurance

d. Conflict of Interest

e. Governing Law

f. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

PROPOSER'S RESPONSE: MIG, Inc. has no exceptions/deviations

2. Evidence of Insurability/Business Licenses

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of a current business tax certificate (BTC) or other applicable licenses.

3. Transition (If applicable)

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

a. Continue delivering services until notified otherwise; and
b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new company/firm/contractor, upon termination or expiration of this agreement for any reason; and
d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Compton Creek Natural Park, Compton, CA

Tab C - Company Profile/Experience

This section of the proposal is designed to establish the Proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

PROPOSER'S RESPONSE: MIG, Inc. | California Corporation

2. Company overview and disclosure of services or activities performed, including:

   a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to any Oxnard elected officials.
   b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
   c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
   d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. ***PROPOSER'S RESPONSE:*** Daniel Iacofano, President; Carolyn Verheyen, Vice President Christopher Beynon, Treasurer. **No Contributions were made.**

b. ***PROPOSER'S RESPONSE:*** Attachment 1

c. ***PROPOSER'S RESPONSE:*** 38 Years in business as Moore Iacofano Goltsman, Inc. (MIG); 38 years providing proposed, equivalent, and related services.

d. ***PROPOSER'S RESPONSE:*** Los Angeles, CA (19 staff)

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

PROPOSER'S RESPONSE: None

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE: Daniel Iacofano, President and CEO | danieli@migcom.com

5. Credentials/Resumes/Certifications/Licenses: Attachment 2

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

a. Current Responsibilities
b. Qualifications/Experiences
c. Education
d. Certifications/licenses, if applicable
e. List other pertinent information that will assist in evaluating Proposer's qualifications.

a. ***PROPOSER'S RESPONSE:*** Attachment 2

b. ***PROPOSER'S RESPONSE:*** Attachment 2

c. ***PROPOSER'S RESPONSE:*** Attachment 2

d. ***PROPOSER'S RESPONSE:*** Attachment 2

e. ***PROPOSER'S RESPONSE:*** Attachment 2

Proposer can add as many sections to this response box as it needs to state all employees providing services.

6. Certification of Non-Debarment

The City of Oxnard will be receiving Federal or State Grant funds.

The potential Pproposer must go to the following website:

(https://www.sam.gov/portal/public/SAM) and submit a printout with their proposal that

verifies that the contractor is not listed on the Excluded Parties List System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, the awarded vendor must notify the City immediately if debarred at any time during the contract period.

Vendors must certify that it or any of its subcontractors do not appear on State and Federal exclusionary lists, including but not limited to:

i. General Services Administration (GSA) Excluded Parties List System (EPLS)
ii. In the event the vendor is excluded, ineligible, or terminated from participation in State and/or Federal programs, the solicitation process shall be subject to immediate termination and a contract will not be awarded.

PROPOSER'S RESPONSE: MIG is not on the EPLS list, verification attached.

PROPOSER'S RESPONSE: MIG's subconsultants are not on the EPLS list, verification attached

CERTIFICATIONS

As an authorized representative of my Firm/Company/Sole Proprietorship, I hereby attest that my Firm/Company/Sole Proprietorship is not excluded, ineligible, or terminated from participation in State or Federal programs and does not appear on any of the following lists:

a. General Services Administration (GSA) Excluded Parties List System (EPLS)

I further attest that if selected, my Firm/Company/Sole Proprietorship will conduct regulatory sanction and exclusion screenings of subcontracted entities prior to engagement with said entities and monthly thereafter.

I understand that if my Firm/Company/Sole Proprietorship becomes excluded, ineligible, or terminated from participation in State and Federal programs, any contracts held with the City will be subject to immediate termination for cause.

Signature: Date: 7/20/20

Title of Agent/Officer: President and CEO

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Hal Brown Park at Creekside, Kenmore, CA

Tab D - Scope of Services

This solicitation has a space provided under each question the City has for the Proposer. This solicitation is available for electronic download at www.publicpurchase.com.

Proposers must address all points in this section. All responses are in italicized font in the box.

Summary of Services

Task 1 – Project Management
Provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

1. Coordination and management of all consultant's subconsultants
2. Quality Assurance/Quality Control measures
3. Project coordination meetings with City staff and community stakeholders

Task 2 – Preliminary Investigations
Review and assess existing data and reports relative to the project and conduct all necessary investigations and analyses required to identify and mitigate project issues that could impact or be impacted by the project including, but not limited to:

1. The City's Parks and Recreation Master Plan
2. The Oxnard Housing Department
3. Regulatory/code and permitting requirements
4. Ventura County Department of Airports documents and correspondence
5. CEQA compliance
6. Geotechnical investigation, including soil analysis as needed
7. Mapping and utility investigation

Task 3 – Community Engagement
The community engagement plan should target a range of key age and interest groups. The consultant should recommend proven methods to gain community feedback from community groups, organizations, and individuals. Particular attention should be given to proposing successful community outreach and facilitation methods unique to multicultural communities, and in multiple languages. Public outreach may include a social media presence or any other methods deemed valuable by the consultant. The outreach plan should include community workshops. The community outreach plan may work to integrate input gathering beyond conventional public meetings as appropriate. Partnership opportunities with local schools, school districts, local organizational groups, Oxnard PAL, City Corps, etc. should be considered.

Consultant will perform all necessary work to conduct community engagement including but not limited to:

1. Community workshops to provide public input on the following items included in the grant scope:
    a. Nature-themed inclusive playground
    b. Community garden
    c. Trails and landscaping
    d. Public art
    e. Pelota Mixteca court
    f. Multi-use pavilion/amphitheater/venue space
    g. Pump track
    h. Skate park
2. Meetings with stakeholder groups as necessary regarding the relevant recreation feature
3. Work with City Corps to help lead aspects of community design by gathering additional community input, especially from youth and stakeholder as appropriate using "Workshop in a Box" type of material.
4. Prepare design alternatives for public presentation
5. Conduct a presentation at 70% Design to the Parks, Recreation and Community Services Commission meeting to review conceptual design and comments from the public input, and receive comments from the Commission.
6. Prepare all community workshop meeting notices and presentation materials.

Task 4 – Schematic Design
This phase of work will generate a refined site design for the project. Through information gathered during the design process, create a design for the project, including, but not limited to:

1. Prepare design study alternatives for areas
2. Refine the concept to a final Schematic Design
3. Preparation of Plans, Specifications and Details and Plant Materials List
4. Coordination with the City's Project Team for design development, review, and discussion (creative design workshops at schematic design phase with Project Team; at kickoff and 70% design)
5. Coordination with additional community stakeholders as needed for design development, review, and discussion
6. Planting locations and plant palettes for native and drought resistant landscaping
7. Identify irrigation needs, feasibility, and resources available
8. Lighting design fixture selection and location
9. Identify locations and feasibility of integration of stormwater infiltration/permeable pavement
10. Cost estimating
11. Identify potential locations of community art, and develop plans with stakeholder input

Task 5: Design Development

Upon Project Team approval and acceptance of the Schematic Design and cost, Consultant will commence with Design Development. This phase of work shall refine the design and identify all key construction systems, materials, and critical coordination issues. The Design Team will refine the selected Schematic Design and identify all key construction systems, materials, and critical coordination issues while initiating the PS&E process.

Tasks will include:

1. Develop the design to describe the character and construction method for all of the key construction and landscape elements
2. Detailed documentation of all elements within the scope of work, including full specifications. Upon City's approval of design development drawings and cost, Consultant will fully document all aspects of the design, including all relevant sections of technical specifications
3. Select key materials for site elements
4. Preparation of plans, specifications, details and outline specifications
5. Coordination of landscape design with civil engineering/ grading design and documentation
6. Coordination with the City's Project Team for design review and discussion
7. Cost estimating
8. Coordination of documents with specialist subcontractors, for example, for the skate park and pump track details
9. Prepare drawings and data in AutoCAD and pdf formats and provide such drawings and data to Project Manager
10. Perspectives, sketches, and renderings as necessary to indicate the landscaping character of the project and its relationship to the pedestrian level shall be discussed with the Project Team, and provided to the Project Manager
11. Samples of proposed vegetation and related elements shall be discussed with the Project Team and provided to the Project Manager
12. Include all elements described in Exhibit A of the Grant Agreement, as prioritized by Project Team and project stakeholders
13. 100% Design Development Plans (70% Construction Documents)
14. 100% Design Development Details
15. 100% Design Development Outline Specifications
16. 100% Design Development Cost Estimate
17. Meetings with Project Team
18. Coordinate CEQA Compliance Documentation

Task 6: Final PS&E

Package includes items and services below. Plans, specifications, details and cost estimates to be submitted to the City for review at each sub-task.

90% Construction Documents

a. 90% Construction Document Plans
b. 90% Construction Document Details
c. 90% Construction Document Specifications

d. 90% Construction Document Cost Estimate

90% Construction Design California Natural Resources Agency Review
a. 90% Construction Document Set

100% Construction Documents
a. 100% Construction Document Plans
b. 100% Construction Document Details
c. 100% Construction Document Specifications
d. 100% Construction Document Cost Estimate

Task 7: Construction Phase Support

Consultant will provide design support during construction phases. In addition, Consultant will respond to requests for information (RFI) from the contractor, and review submittals for those parts of the project in the above scope of services. Consultant will provide design services during construction in support of the City's Construction Project Manager. Consultant will visit the site to familiarize generally with the progress and quality of construction and determine in general if the construction is proceeding in accordance with project design intent and construction documents. Consultant will keep the City informed of the progress of construction and may recommend to the City the rejection of work failing to conform to the contract documents.

PROJECT DELIVERABLES

All materials should be provided electronically unless noted otherwise. Proposers~~Bidders~~ please provide a detailed response of qualifications/experience to the following requirements below:

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

PROPOSER'S RESPONSE: *Attachment 3*

2. Prepare a comprehensive community outreach and facilitation plan. Explain your experience and provide a summary of the plan.

PROPOSER'S RESPONSE: *Attachment 4*

3. Prepare community outreach materials as they relate to the comprehensive outreach plan. This may include, among other materials, posters, handouts, surveys, and web materials/web development. Explain your experience.

PROPOSER'S RESPONSE: *Attachment 5*

4. Attend up to fifteen (15) in-person meetings/public hearings with the City Staff Working Group and community meetings/engagement venues. Provide as additional per meeting cost. Explain your experience.

PROPOSER'S RESPONSE: *Attachment 6*

5. Provide progress reports and memos at various project stages to staff, as necessary to communicate updates and/or technical information. This should be provided to staff electronically. Explain your experience.

PROPOSER'S RESPONSE: *Attachment 7*

6. Develop a milestone schedule for the preparation of the tasks outlined in the Project Scope and the community outreach and facilitation plan. The schedule should include review/edits by staff prior to public review and community outreach events. The expected timeframe from project kickoff to construction bidding is approximately 12 months. This should be provided to staff electronically and maintained/refined throughout the course of the project. Explain your experience.

PROPOSER'S RESPONSE: *Attachment 8*

7. Project Description. Provide a brief description of your understanding of the overall project.

PROPOSER'S RESPONSE: *Attachment 9*

8. Approach to Project. Describe the manner and methods you will use to manage and facilitate the work. This should include a discussion of how each of the separate tasks will be approached, the individual primarily responsible for each task, and the expected number of hours allocated to each task.

PROPOSER'S RESPONSE: *Attachment 10*

9. Scope of Work. Provide a scope of work that responds to the scope identified above.

PROPOSER'S RESPONSE: *Attachment 11*

10. Provide a description of your experience completing community-led park designs for medium to large-size jurisdictions.

PROPOSER'S RESPONSE: *Attachment 12*

11. Provide a description of your experience completing state or federally funded park improvement designs.

PROPOSER'S RESPONSE: *Attachment 13*

12. SELECTION CRITERIA

The consultant will be selected based on criteria including, but not limited to:

1. Understanding of the required scope of services demonstrated through consultant's Approach to Project and Scope of Work.
2. Consultant's expertise and ability demonstrated in completion of similar assignments and engagement within a multicultural community.
3. Qualifications and relevant experience of the consultant.
4. The specific personnel to be assigned by the consultant to this project, and their experience and abilities

5. The quality, amount and type of service proposed.
6. Creativity and innovation.
7. The results of reference checks.
8. Costs associated with the consultant's proposal.

As part of the evaluation process, an in-person interview may be required. As a result of this solicitation, the City intends to award a contract to the responsive Proposer~~bidder~~ whose response conforms to the solicitation and whose bid presents the greatest value to the City, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the City. The goal is to award a contract to the Proposer~~bidder~~ that proposes the best quality as determined by the combined weight of the evaluation criteria. The City may award a contract of higher qualitative competence over the lowest priced response.

Yanaguana Garden, San Antonio, TX

Tab E - References

All Proposer~~(s)~~ must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	Hemisfair Park Area Redevelopment Corporation (HPARC)
Address:	630 E. Nueva | San Antonio, TX 78205
Contact person:	Andres Andujar, HPARC
Email address:	Andres.Andujar@Hemisfair.org
Telephone address:	(210) 867-1305
Project name:	Yanaguana Garden
Dates worked performed:	2013 to 2015
Summary of scope of services:	Outreach; Design and Implementation of Park.
Project cost:	$3,500,000

Reference 2	
Company name:	County of Los Angeles Community Development Authority
Address:	700 W. Main Street, Alhambra, CA 91801
Contact person:	Jeffrey Biben, Architect, Construction Management Unit
Email address:	jeffrey.biben@lacdc.org
Telephone address:	626-586-1773
Project name:	Magic Johnson Park
Dates worked performed:	2013 to Present (from Master Plan to Phase 2 Implementation)
Summary of scope of services:	Landscape Architecture Design and Implementation of Park
Project cost:	$70 M Construction Cost for Phase 1A; $12 M for Phase 1B

Reference 3	
Company name:	City of Los Angeles, Bureau of Engineering
Address:	1149 South Broadway, #700, Los Angeles, CA 90015-2213
Contact person:	Neil Drucker, Program Manager
Email address:	neil.drucker@lacity.org
Telephone address:	213-847-4708
Project name:	Alpine Recreation Center Expansion Park
Dates worked performed:	2014 to Present (Opening August)
Summary of scope of services:	$6 M Construction Cost
Project cost:	Design and Implementation for pocket park

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER'S RESPONSE:	Attachment 14

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

PROPOSER'S RESPONSE:	None

Per Addendum #3, the Fee Proposal will be provided to the City before 2:00pm on July 27th.

Tab F - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. 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. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Cost proposal must be all-inclusive and include, but not be limited to, the following administration, travel, training and related costs.

a) Provide total review hours detailed by partner, senior manager, manager, and other staff.
b) Hourly rate detailed by partner, senior manager, manager, and other staff.
c) The maximum cost for the year.

F-1- Cost proposal-Line item services table (EXAMPLE)

ITEM	PROGRAM COSTS Item Descriptions	Cost Justification (include formulas and a clear description of each item)	
		Expand the amount of information in each cell, as needed.	PER YEAR
		Provide details.	
	Training		$
	Consultants		$
	Other Costs (Please specify. One item per line.)		
	1.		$
	2.		$
	3.		$
	Equipment (New)		$
	Equipment Maintenance		$

Yanaguana Garden, San Antonio, TX

Tab G - Proposer Attachment

Attachment Number	Document Title	Page Number
Attachment 1	Company Overview	G.2
Attachment 2	MIG Team Credentials/Resumes/Certifications, Licenses	G.3
Attachment 3	Summary of Approach	G.21
Attachment 4	Outreach Plan	G.23
Attachment 5	Outreach Materials	G.24
Attachment 6	Meetings and Workshops	G.25
Attachment 7	Progress Reports	G.26
Attachment 8	Schedule	G.26
Attachment 9	Project Understanding	G.28
Attachment 10	Project Approach	G.29
Attachment 11	Scope of Work	G.32
Attachment 12	Experience with Community-led Projects	G.39
Attachment 13	Experience with Federally Funded Projects	G.46
Attachment 14	List of Projects within the Last 3 Years	G.47

Company Overview

MIG PRINCIPAL OFFICERS
Daniel Iacofano, *President | CEO | CFO*
Carolyn Verheyen, *Vice President | Secretary | COO*
Chris Beynon, *Treasurer | CDO*

OXNARD COMMUNITY

CITY OF OXNARD

CALIFORNIA NATURAL RESOURCES AGENCY

KEY STAKEHOLDERS

PROJECT MANAGEMENT
Evan Mather, ***Principal-in-Charge***
José de Jesús Leal, ***Project Manager***

LANDSCAPE ARCHITECTURE, COMMUNITY ENGAGEMENT, AND RELATED SERVICES

PRELIMINARY INVESTIGATION
José de Jesús Leal
Wendy Chan

CEQA
Cameron Hile
Melinda Mohamed

COMMUNITY ENGAGEMENT
Esmeralda Garcia
Noé Noyola
José de Jesús Leal

FINAL PS&E
Evan Mather
José de Jesús Leal
Wendy Chan

SCHEMATIC DESIGN
Evan Mather
José de Jesús Leal
Wendy Chan

DESIGN DEVELOPMENT
Evan Mather
José de Jesús Leal
Wendy Chan

CONSTRUCTION PHASE SUPPORT
José de Jesús Leal
Wendy Chan

SUBCONSULTANTS

CIVIL ENGINEERING
Vik Bapna
Katie Harrel

GEOTECHNICAL
Ronald Shmerling
Lawrence Stark
Lawain Ross

STRUCTURAL
Kim Caravalho

ARBORIST
Cy Carlberg
Christy Cuba

MECHANICAL, ELECTICAL, AND PLUMBING
Andrew Reilman
Annette Malekandrasians

COST ESTIMATOR
Jacobus Malan
Alexandro Nocum

PUMP TRACK AND SKATE PARK
Aaron Spohn
Vince Onel

About MIG, Inc.

MIG, Inc., improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- Communities can plan their own futures.
- The world needs an ecological perspective.
- Great projects work for everybody.
- Elegant design inspires new thinking.
- All work should be context driven.
- Accessibility is always a given.

MIG is at the forefront of innovation. We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

For nearly four decades, MIG has worked with public, private and nonprofit agencies and their constituents worldwide to craft outdoor spaces where people walk, drive, gather, play, explore, work, learn and live. Our landscape architecture practice integrates natural and built environments to connect people to place, nature and each other.

Existing site features, topography and history inform our designs as we work with clients and communities to develop a specific program of functions and uses -- creating a powerful sense of place that not only pleases the eye but protects ecological and cultural resources and enhances community livability.

We offer a full range of services including site assessment, programming, concept and schematic design, feasibility analysis, irrigation, and planting design, construction documentation and administration, and site maintenance manuals. Our approach is cross-generational and universal—allowing all ages and abilities to share in the experience; integrated—considering all aspects of a project from vision to construction to ongoing maintenance; collaborative—partnering with clients and communities to foster ownership and advocacy; and creative—striving for innovation in design, programming and implementation.

AREAS OF EXPERTISE

- Urban Design and Placemaking
- Park and Natural Areas Planning
- Design for Children and Youth
- Ecological Design and Landscape Architecture
- Recreation Programs and Community Services
- Park and Facility Needs Analysis and Operations and Maintenance Plans
- Community Outreach and Involvement
- Facilitation and Consensus Building
- Landscape Architecture, Parks, Plazas and Public Realm
- Cultural Landscapes
- Universal Design and Accessibility

Subconsultants

BRANDOW & JOHNSTON

Brandow & Johnston (Brandow), with offices in downtown Los Angeles and Newport Beach, is the premier structural and civil engineering firm in Southern California. The firm provides state-of-the-art structural and civil engineering design, and related professional consultative and forensic services. They are proud to be identified among those who built the Los Angeles people see today.

CWE

CWE is a dynamic, award-winning firm that provides civil engineering, stormwater and watershed management, water resources, environmental engineering, and construction management services to public agencies throughout the Western United States. CWE brings the knowledge, creativity, mastery, and commitment necessary to deliver solutions on a wide range of civil engineering projects, including parks projects, with the purpose of safeguarding and enhancing our local communities.

INTEGRAL GROUP

Integral Group (Integral) is a global network of mechanical, electrical, plumbing, and energy engineers collaborating under a single deep green engineering umbrella. Integral specializes in the design of simple, elegant, cost-effective systems for a wide variety of project types: residential, mixed use, critical environments (cleanrooms, laboratories, and data centers), institutional, industrial and commercial buildings. They also provide comprehensive analyses of installations that help prioritize energy performance potential. The firm is widely regarded as a pioneer in building design, sustainability and performance.

JACOBUS & YUANG, INC.

Jacobus & Yuang, Inc. (JYI) was founded in 1993 in response to a perceived need for professional cost consulting. They have a team of successful individuals with a track record of producing accurate estimates, delivered on-time. JYI has successfully completed numerous projects in Oxnard and Ventura County doing Budgetary/Conceptual or Master Plan level estimates through Construction Documents.

SPOHN RANCH

Spohn Ranch (Spohn) began as a community, anchored by Aaron Spohn's backyard half-pipe, and grew into an award-winning skatepark design-build firm. A cornerstone of wheel sports progression for over 30 years, Spohn's Los Angeles backyard roots have spread globally, culminating in hundreds of cutting-edge creations.

CARLBERG ASSOCIATES

Carlberg Associates (Carlsberg) is an arboricultural and horticultural consulting firm based in Santa Monica, California. Established in 1998, their team of Registered Consulting Arborists®, Qualified Tree Risk Assessors, Certified Arborists, and Certified Urban Foresters provides strategic planning for institutional, municipal, and commercial clients, as well as expertise for a wide range of tree and landscape evaluations, inventories, value appraisals, forensic investigations, and management plans.

GEOLABS-WESTLAKE VILLAGE

R&R Services dba **Geolabs-Westlake Village (Geolabs)** was founded in 1983 as an independent firm specializing in engineering geology, geotechnical engineering, and materials testing. Over the past three decades, they have provided a wide variety of geotechnical services to numerous cities, in Los Angeles and Ventura Counties. Geolabs is comprised of geologists, engineers, field technicians, laboratory technicians, and support staff.

Key Personnel

Name, Title, and Location	Selected Experience
MIG	
Evan Mather, FASLA, PLA, SITES AP Principal-in-Charge Location: Los Angeles, CA	» Earvin "Magic" Johnson Park Master Plan and Phase 1A, Willowbrook, CA » Exposition Park Master Plan, Los Angeles, CA » Johnny Carson Park Revitalization, Burbank, CA » Robert F. Kennedy Inspiration Park, Los Angeles, CA
José de Jesús Leal, ASLA, CID CLIA Project Manager Location: Sacramento, CA	» Yanaguana Garden, San Antonio, TX » Craig Ranch Regional Park, North Las Vegas, NV » Six Neighborhood Park Design and Renovation, Indio, CA » Indio Central Park, Indio, CA
Wendy Chan, PLA, LEED GA Landscape Architect Location: Los Angeles, CA	» Earvin "Magic" Johnson Park Master Plan and Phase 1A Implementation, Willowbrook, CA » Earvin "Magic" Johnson Park Ujiima Village, Willowbrook, Los Angeles, CA » Alpine Recreation Center Expansion, Los Angeles, CA » Johnny Carson Park Revitalization, Burbank, CA
Esmeralda Garcia Outreach and Engagement Lead Location: Pasadena, CA	» Pasadena Playhouse District Park-Outreach and Engagement » Engagement and Outreach for the Health and Sustainability Element, Baldwin Park, CA » Beaches and Harbors Strategic Plan, Los Angeles County, CA » Open Space and Conservation Outreach, Pasadena, CA
Noé Noyola Outreach and Engagement Specialist Location: Berkeley, CA	» Richmond Playground Engagement and Outreach, San Francisco, CA » Herz Playground Renovation Outreach and Engagement, San Francisco, CA » Sacramento Parks and Recreation Master Plan Outreach and Engagement, Sacramento, CA » Salinas Housing and Community Development Needs Assessment, Salinas, CA
Cameron Hile Environmental Planner Location: Riverside, CA	» Ventura County Plan Update, Ventura County, CA » Commerce Environmental Analysis Projects (Various), Commerce, CA » Covina Town Center Specific Plan EIR, Covina, CA » Tustin Downtown Commercial Core SP EIR, Tustin, CA
Melinda Mohamed Biologist Location: Berkeley, CA	» American River Parkway Natural Resources Management Plan, Sacramento, CA » Carnegie State Vehicular Recreation Area Biological Surveys, Tracy, CA » California Valley Solar Ranch, San Luis Obispo County, CA » Ivanpah Solar Electric Generation System, Mojave Desert, CA

Key Personnel, *continued*

Name, Title, and Location	Selected Experience
Brandow & Johnston	
Kim Caravalho, SE Structural Engineer Location: Los Angeles, CA	» Pasadena Playhouse District Park, City of Pasadena, Pasadena, CA » Johnny Carson Park Pedestrian Bridge, City of Burbank, Burbank, CA » Rowland Heights Community Center for LA County, Rowland Heights, CA
CWE	
Vik Bapna, PE, ENV SP, CPSWQ, QSD/P Civil Engineer Location: Fullerton, CA	» City of Agoura Hills Medea and Palo Comado Creek Design » City of San Fernando Regional Park Infiltration
Katie Harrel, PE, ENV SP, QSD Civil Engineer Location: Fullerton, CA	
Intregal Group	
Andrew Reilman, PE, LEED AP, HBDP Mechanical Engineer Location: Los Angeles, CA	» Earvin "Magic" Johnson Park, Willowbrook, CA » University of California, San Diego Pepper Canyon, San Diego, CA
Annette Malekandrasians, PE Electrical Engineer Location: Los Angeles, CA	» The Creek at Dominguez Hills, Los Angeles, CA » Earvin "Magic" Johnson Park, Willowbrook, CA
Jacobus & Yuang, Inc.	
Jacobus Malan Quantity Surveyor Location: Camarillo, CA	» Channel Islands Harbor Administration Building, Oxnard, CA » Gold Coast Transit District Administration and Operations Facility, Oxnard, CA » Clinicas Del Camino Real, Inc, Statham Clinic, Oxnard, CA » County of Los Angeles Department of Parks and Recreation Earvin Magic Johnson Park Phase 1B, El Segundo, CA
Alexandro Nocum Cost Estimator Location: Camarillo, CA	
Spohn Ranch	
Aaron Spohn Skate Park Design Location: Los Angeles, CA	» George Lane Skatepark, Lancaster, CA » Castaic Skate Plaza, Castaic, CA » North Beardsley Skatepark, Bakersfield, CA » PHR Pump Track & Skatepark, San Diego, CA » Crowley Lake Skatepark, Crowley Lake, CA
Vince Onel Skate Park Design Location: Los Angeles, CA	
Geolabs	
Ronald Shmerling, CEG, RCE Geologist/Engineer Location: Westlake Village, CA	» YMCA Sports Field, Westlake Village, CA » Dos Vientos Park, Thousand Oaks, CA » Trancas Canyon Park, Malibu, CA » Lindero Linear Park, Agoura and Lakeview Canyon Roads, Westlake Village, CA
Lawrence Stark, GE Geotechnical Engineer Location: Westlake Village, CA	
Lawain Ross Field Supervior Location: Westlake Village, CA	
Carlberg	
Cy Carlberg Arborist Location: Santa Monica, CA	» The Huntington Library and Botanical Gardens, CA » The Los Angeles Zoo and Botanical Gardens, CA » The Rose Bowl and Brookside Golf Course, Pasadena, CA » Walt Disney Concert Hall and Gardens, Los Angeles, CA
Christy Cuba Arborist Location: Santa Monica, CA	

Evan Mather, FASLA, PLA, SITES AP

PRINCIPAL-IN-CHARGE

AREAS OF EXPERTISE

- Landscape Architecture
- Park Design
- Sustainability

EDUCATION

- BLA, Louisiana State University, Baton Rouge

REGISTRATIONS / CERTIFICATIONS

- Landscape Architect: CA #4805
- SITES Accredited Professional

CURRENT RESPONSIBILITIES

- Pasadena Playhouse District Park
- Foothill Gold Line 2B
- East SFV Transit Corridor
- Alpine Rec Center Expansion
- UC Davis Student-Athlete Performance Center
- LA City College Theater Arts Replacement Building
- UCI Interdisciplinary Science and Engineering Building

Evan Mather is an award-winning landscape architect and filmmaker whose work in both mediums is a high-level practice of inquiry and exploration. Evan has walked these dual paths since college—applying his creativity on the land and through the lens. For over 25 years, he has been committed to delivering sustainable projects that impact people and the environment in tangible, measurable ways. From streetscapes and schools to parks and infrastructure, Evan seeks to reveal the stories inherent in the context, history, geology, ecology, and culture of a project site. His films investigate and communicate landscape architecture, urban design and sustainability issues by immersing audiences in a landscape's narrative. Evan's unique synthesis of disciplines and his incorporation of new technologies enables him to educate and inspire clients and the general public—offering a fresh perspective and unveiling unexpected project possibilities. With each project, he strives to elevate his craft and his profession—using his experience and expertise to create healthy, beautiful environments that engage and endure.

SELECTED PROJECT EXPERIENCE

- Earvin "Magic" Johnson Park Master Plan and Phase 1A, Willowbrook, CA
- Exposition Park Master Plan, Los Angeles, CA
- Johnny Carson Park Revitalization, Burbank, CA
- Santa Monica Memorial Park Master Plan, Santa Monica, CA
- Robert F. Kennedy Inspiration Park, Los Angeles, CA
- Pasadena Playhouse District Park and Parking Lot, Pasadena, CA
- West Wilshire (Pan Pacific) Park, Athletic Field Improvements, Los Angeles, CA
- Alpine Park Recreation Center Expansion, Los Angeles, CA
- Burbank Water and Power EcoCampus, Burbank, CA
- Cerritos Community Regional County Park Renovation, Cerritos, CA
- Walnut Creek Habitat and Open Space Master Plan, San Dimas, CA
- Heritage Garden, Glendale, CA
- El Cariso Park, Sylmar, CA
- Del Rey Crossing, Los Angeles, CA
- Santa Monica City Services Building, Santa Monica, CA
- Medea and Palo Comado Creek Design, Agoura Hills, CA

José de Jesús Leal, ASLA, CID, CLIA

PROJECT MANAGER

AREAS OF EXPERTISE

- Landscape Architecture
- Irrigation Design
- Water Conservation
- Universal Design
- Equitable Engagement
- Children's Environments
- Sustainable Design

EDUCATION

- BS, Landscape Architecture, University of California, Davis

REGISTRATIONS / CERTIFICATIONS

- Landscape Architect: CA #5429
- Environmental Protection Agency WaterSense Partner, #005124EPA
- Certified Irrigation Designer (CID)
- Certified Landscape Irrigation Auditor (CLIA)

CURRENT RESPONSIBILITIES

- Centennial Park Master Plan
- Sac Child Development Center
- North Bay Children's Center
- North 12th StComplete Street
- Meadowview Rd Complete Street
- UC Davis C.N. Gorman Museum

José Leal has been learning from and experiencing the natural environment since he was a child – whether it was working alongside his family picking avocados or oranges in an orchard or playing outside on the reservation where he grew up. In landscape architecture, he found a path to continuous discovery and a means for connecting people to place, people to people and people to culture. His respect for the land and its resources is evident in his work as a designer and planner, particularly regarding water conservation and sustainability. José's projects have encompassed everything from Tribal Nation Building planning projects to public agency and private projects, including neighborhoods, housing, streetscapes, parks, trails, habitat corridors, schools, museums, and recreation facilities. His Mexican and Indigenous heritage has inspired Jose's fascination with indigenous landscape architecture and how different cultures modified and adapted their environment to survive and live. To José, every project represents an opportunity to build on the collective knowledge of clients, community members, colleagues, and the place itself. His work ethic and tenacity ensure a steady generation of new ideas and solutions while his technical expertise enables him to translate visions into physical form.

SELECTED PROJECT EXPERIENCE

- Yanaguana Garden, San Antonio, TX
- Craig Ranch Regional Park, North Las Vegas, NV
- Six Neighborhood Park Design and Renovation, Indio, CA
- Indio Central Park, Indio, CA
- Tolay Lake Regional Park Master Plan, Sonoma County, CA
- Mayor's Park and Dorothy McAlinden Park, Reno, NV
- Always Dream Park, Fremont, CA
- Hal Brown at Creekside Pakr, Marin County, CA
- Compton Creek Natural Park, Compton, CA
- Nadaka Nature Park and Garden, Gresham, OR
- Herz Playground, San Francisco, CA
- Richmond Playground, San Francisco, CA
- Yocha Dehe Wintun Nation Tewe Kewe Tending and Gathering Garden Conceptual Design, Brooks, CA
- Los Rios Park ADA Construction Review, San Juan Capistrano, CA
- Native Young Eagle Spirit Dance and Drum Living Cultural Heritage Center, Lodi, CA
- North Franklin Blvd Equitable Engagement, Sacramento, CA

Wendy Chan, PLA, LEED GA

LANDSCAPE ARCHITECT

AREAS OF EXPERTISE

- Landscape Architecture
- Park Design
- Construction Drawings
- Learning Environments

EDUCATION

- BS, Landscape Architecture, California State Poly

REGISTRATIONS / CERTIFICATIONS

- Landscape Architect: CA #6314

PROFESSIONAL AFFILIATIONS

- LEED Green Associate

CURRENT RESPONSIBILITIES

- Magic Johnson Park
- Alpine Recreation Center Park
- Pasadena Playhouse District Park

Wendy Chan believes that landscape spaces should always have a positive impact on the physical and mental health of the people who live, play, and work in them. As a innovative and thoughtful landscape architect, she integrates this belief into all of her designs. Over the course of her career, she has been involved in a diverse range of projects, including parks, campuses, mixed-use housing and more. Wendy is passionate about innovative collaboration with her clients—particularly on the design of learning environments.

Wendy is an integral part of our team, due not only to her professionalism but also her attention to high-quality construction drawings that effectively communicate and execute the design intent of each project.

SELECTED PROJECT EXPERIENCE

- Earvin "Magic" Johnson Park Master Plan and Phase 1A Implementation, Willowbrook, Los Angeles, CA
- Earvin "Magic" Johnson Park Ujiima Village, Willowbrook, Los Angeles, CA
- Alpine Recreation Center Expansion, Los Angeles, CA
- Johnny Carson Park Revitalization, Burbank, CA
- City of Hope Graf Park, Duarte, CA
- Del Rey Crossing, Los Angeles, CA
- Los Angeles County DPW Headquarters, Alhambra, CA
- Lost Hills Bridge Park, Lost Hills, CA
- Mile-Square Park Sports Facility, Fountain Valley, CA
- Santa Monica City Services Building, Santa Monica, CA
- Santa Monica Memorial Park Master Plan, Santa Monica, CA
- Pasadena Playhouse District Park
- Vermont Median Park Feasibility Study, Los Angeles, CA
- Fullerton College Athletic Facility, Fullerton, CA
- Crafton Hills College, Campus Infrastructure Projects, Yucaipa, CA

MIG

Esmeralda Garcia

OUTREACH AND ENGAGEMENT LEAD

AREAS OF EXPERTISE

- Equitable and Diverse Community Outreach
- Meeting Facilitation
- Planning with Diverse Communities
- Strategic Communication
- Urban Planning

EDUCATION

- BA, Art History, California State University, Los Angeles

CURRENT RESPONSIBILITIES

- Pasadena Playhouse District Park
- San Gabriel Valley Greenway
- Commerce General Plan Update
- Omnitrans Strategic Plan
- City of Los Angeles General Plan Housing Element Update

Esmeralda García is a community planning and public outreach expert whose projects often tackle complex social and economic issues associated with public services and infrastructure, transportation, housing, and urban planning and design. Through early volunteer work, she was exposed to community organizing and governance, sparking her passion for collaborative engagement and inclusive decision-making. Esmeralda is widely recognized for her ability to reach and connect with communities of diverse backgrounds and cultures — many of whom are under-served and often go unheard. Her extensive experience in facilitation and strategic planning combined with her broad knowledge of planning and communications bring people together to identify and resolve problems. Fluent in Spanish and English, Esmeralda is uniquely positioned to articulate challenges, opportunities, and goals for both clients and constituents. Whether it's a freeway corridor impacting tens of thousands or a neighborhood park serving a hundred, she is dedicated to forging understanding and cooperation to find implementable solutions that improve the lives of everyone.

SELECTED PROJECT EXPERIENCE

- Pasadena Playhouse District Park-Outreach and Engagement
- Engagement and Outreach for the Health and Sustainability Element, Baldwin Park, CA
- Beaches and Harbors Strategic Plan, Los Angeles County, CA
- Open Space and Conservation Outreach, Pasadena, CA
- Riverside County Transportation Commission Environmental Justice and Engagement
- Urban Greening Parks and Open Space Plan, Wasco, CA
- Parks and Recreation Master Plan, Santa Monica, CA
- I-710 Major Corridor Study and Corridor Project EIR/EIS, Los Angeles County, CA
- Urban Greening Plan, Anaheim, CA
- Water Replenishment District of Southern California Design Charrettes
- Ventura County Transportation Commision Joint Land Use Study, Ventura County, CA
- LA County Parks Needs Assessment - Outreach and Engagement
- Claremont Hills Wilderness Park-Outreach and Engagement, Claremont, CA

Noé Noyola

OUTREACH AND ENGAGEMENT SPECIALIST

AREAS OF EXPERTISE

- Diverse Community Outreach and Public Involvement
- Strategic Communications
- Spanish Fluency

EDUCATION

- MCP, UC Berkeley
- BA, Political Science and Spanish, Sonoma State University

PROFESSIONAL AFFILIATIONS

- American Planning Association

AWARDS

- Salinas Housing and Community Initiatives Public Outreach Program, APA Northern California Merit Award for Public Outreach, 2017

CURRENT RESPONSIBILITIES

- Sac Parks and Rec Master Plan
- Livermore Asset Management Plan
- San Gabriel Valley Greenway
- Monte Rio Bridge Replacement
- Caltrans PPEC
- Richmond Playground
- Mountain View Shoreline Blvd POC
- Salinas Integrated Outreach - Vision Salinas

Noé Noyola is a highly skilled and dedicated community planner and project manager whose projects have addressed the full range of urban planning and design issues—from transportation and housing to economic development and recreation. During a college-year abroad in Denmark, Noé lived in an urban environment that was "healthy," not just in physical fitness, but in social interaction and connection—which led him to his chosen field. He is keenly aware of the emotional ties that people have to their communities and strives to acknowledge this so that people will engage more productively and authentically in his projects. Noé's cultural competency—fluency in Spanish—and mastery of process and meeting facilitation enable him to effectively bridge technical content with impacted, and often under-served, stakeholder communities. A creative communicator and facilitator, he ensures an open and balanced exchange of information and ideas that paves the way for collective decision-making and results in positive outcomes.

SELECTED PROJECT EXPERIENCE

- Sacramento Parks and Recreation Master Plan Outreach and Engagement, Sacramento, CA
- Richmond Playground Engagement and Outreach, San Francisco, CA
- Herz Playground Renovation Outreach and Engagement, San Francisco, CA
- Cherryland Community Center Development, Outreach and Facilitation, Hayward Area Recreation and Parks District, CA
- San Gabriel Valley Greenway Outreach and Engagement, San Gabriel Valley, CA
- Visión Salinas, Integrated Outreach and Needs Assessment, Salinas, CA
- Farmworker Housing Summit, Bilingual Facilitation, Salinas, CA
- Tribal Planning Summit, Yurok Lands Act, Facilitation, Humboldt County, CA
- Franklin Boulevard Complete Streets Planning and Bilingual Community Outreach, Sacramento, CA
- Berkeley Global Campus, Community Benefits Facilitation, Richmond, CA
- Calexico Port of Entry, Bilingual Merchant Outreach and Community Awareness Project, Calexico, CA
- Downtown Specific Plan, Sustainable Grants Application and Demographic Research, Watsonville, CA

Cameron Hile

ENVIRONMENTAL PLANNER

AREAS OF EXPERTISE

- Environmental Analysis
- CEQA/NEPA
- GIS
- Climate Change Analysis

EDUCATION

- MSURP, University of Southern California
- BA, Public Affairs (Urban Planning), University of Southern California

CURRENT RESPONSIBILITIES

- Hemet S2A Modular Home Factory ISMND
- Taft Gas Company Road Solar Project ISMND
- Rancho Cucamonga Arbor Car Wash ISMND
- Covina 529 Cutter Way Mixed-Use ISMND
- Olympic Holdings Inland Center Warehouse ISMND
- Rialto Tait and Associates 7-Eleven ISMND
- Moreno Valley Krameria Avenue TTM 37725 Residential Subdivision ISMND

Cameron Hile is an accomplished planner and analyst who integrates his knowledge of public and environmental policy and planning to support responsible development and improve the interface between human and natural environments. Cameron has successfully applied his expertise and writing skills to develop and prepare a variety of environmental documents, such as Initial Studies, Negative Declarations, Mitigated Negative Declarations, EIR Addenda, and Air Quality Analyses. Understanding that his work can have positive impacts on communities for decades, he constantly seeks to learn and find new ways to innovate and contribute to project success. With over 8 years of experience, Cameron communicates easily with all project stakeholders and carefully plans for contingencies to ensure a smooth and straightforward planning process. Along with his knowledge and skills, he brings integrity and diligence to each project—preparing legally-defensible documents through an efficient, open and meticulous process of research, analysis, and feedback

SELECTED PROJECT EXPERIENCE

- Parks Renovation CEQA Analysis , Downey, CA
  - Apollo Park
  - Golden Park
  - Dennis the Menace Park
  - Rio San Gabriel Park
  - Downey Wilderness Park
- Ventura County Plan Update, Ventura County, CA
- Commerce Environmental Analysis Projects (Various), Commerce, CA
- Covina Town Center Specific Plan EIR, Covina, CA
- Tustin Downtown Commercial Core SP EIR, Tustin, CA
- Costa Mesa General Plan Update EIR, Costa Mesa, CA
- Rossmoor Health Club ISMND, Seal Beach, CA
- San Gabriel Valley Water Company Plant M4 IS/MND, Montebello, CA
- Junction at Menifee CEQA Peer Review Services, Menifee, CA
- Eastern Municipal Water District IS/MND, Perris, CA
- Smokey Hollow Specific Plan EIR, El Segundo, CA
- Rosefield Village NEPA/CEQA, Alameda, CA
- Puente Hills Habitat Preservation Authority Survey, Puente Hills, CA
- Jurupa Health Risk Assessment, Jurupa Valley, CA

Melinda Mohamed

BIOLOGIST

AREAS OF EXPERTISE

- Biological Monitoring
- Wildlife
- Ecology

EDUCATION

- MS, Aquatic Resource Management, King's College London
- BS, Zoology, University of California Santa Barbara

PROFESSIONAL TRAINING

- California Central Coast TWS Aquatic and Semi-Aquatic Herpetology Workshop
- Jepson Herbarium 50 Plant Families Workshop

PROFESSIONAL AFFILIATIONS

- The Wildlife Society, Western Section, Sacramento Chapter

CURRENT RESPONSIBILITIES

- Mammoth Bar MX Track Relocation
- San Juan Pump Station Repair
- D56 Nature Area
- Prairie City SVRA

Melinda Mohamed is a biologist with extensive experience surveying and collecting data independently within California ecosystems, particularly within marsh, marine, riparian, oak woodland, and desert habitats. Over the span of her career, Melinda has completed frequent site assessments, authored wildlife sections of CEQA-level reports, and provided biological monitoring for special-status species. She has conducting surveys, monitoring for well-known special-status species, and preparing reports for state and federal agencies, including NOAA Fisheries, USFWS, and CDFW. In addition, she worked for over a year on a high-profile commercial solar energy development project in coordination with local and state agencies.

SELECTED PROJECT EXPERIENCE

- American River Parkway Natural Resources Management Plan, Sacramento, CA
- Carnegie State Vehicular Recreation Area Biological Surveys, Tracy, CA
- California Valley Solar Ranch, San Luis Obispo County, CA*
- Ivanpah Solar Electric Generation System, Mojave Desert, CA*
- Mammoth Bar Middle Form Bank Stabilization Project, Auburn, CA.
- On-Call Biology Services, San Joaquin County, CA
- Residential Development Site, Rocklin, CA*
- Centennial Park Revitalization Project, Vacaville, CA
- Arroyo Mocho Flood Repair, Livermore, CA*
- Rossmoor Solar Development Project, Walnut Creek, CA*
- CalWater Bear Gulch Upper Diversion Fish Passage, Woodside, CA.
- U.S. Department of Homeland Security Tijuana River Vegetation Control Project, Chula Vista, CA. *
- Caltrain San Mateo Grade Separation, San Mateo, CA.
- Facebook Campus Expansion, Menlo Park, CA*
- Peterson Ranch Mitigation Bank Restoration Project, Los Angeles County, CA

* work completed prior to MIG

Vik Bapna, PE, ENV SP, CPSWQ, QSD/P

CIVIL ENGINEER | CWE

Vik Bapna is an award-winning civil engineer with 29 years of experience in the planning, design, and construction of more than $200 million worth of civil engineering projects, ranging from single-lot developments to regional stormwater BMP projects with multiple stakeholders. His experience includes developing multi-benefit water quality enhancement projects, developing multiuse projects to infiltrate urban and stormwater runoff, and designing structural treatment control BMPs. Vik was responsible for developing the first urban watershed plan that addressed flood protection, water quality enhancements, creation of open space and recreational opportunities, and habitat enhancements.

EDUCATION

- BS, Civil Engineering, New Jersey Institute of Technology

REGISTRATIONS / CERTIFICATIONS

- Civil Engineer: CA #52060
- Envision™ Sustainability Professional Credential
- Certified Professional in Storm Water Quality, 543
- Qualified SWPPP Developer/Practitioner, 368

SELECTED PROJECT EXPERIENCE

- Medea and Palo Comado Creek Design, Agoura Hills, CA
- Regional Park Infiltration, San Fernando, CA

CURRENT RESPONSIBILITIES

- Torrance Stormwater Basins
- SGVCOG LRS Design
- SAWPA Regional Monitoring Program

Katie Harrel, PE, ENV SP, QSD

CIVIL ENGINEER | CWE

Katie Harrel is a talented engineer with eight years of experience in the management, feasibility assessment, and design of award-winning BMP projects. Her duties have included developing master planning concepts, designing urban runoff treatment and control facilities, preparing pollution prevention assessments and reports, performing stormwater compliance inspections, performing water quality monitoring, conducting hydrology and hydraulic studies, modeling hydrology and hydraulic conditions, conducting utility research, traffic control planning, and obtaining required permitting.

EDUCATION

- MS, Civil Engineering, California State University, Long Beach
- BS, Civil Engineering, California State University, Long Beach

REGISTRATIONS / CERTIFICATIONS

- Civil Engineer: CA #85752
- Envision™ Sustainability Professional Credential
- Qualified SWPPP Developer, C85752

SELECTED PROJECT EXPERIENCE

- Medea and Palo Comado Creek Design, Agoura Hills, CA
- Regional Park Infiltration, San Fernando, CA

CURRENT RESPONSIBILITIES

- Manhattan Beach Infiltration
- San Fernando Regional Park Infiltration
- Culver City Washington Boulevard

Kim Caravilho, SE

STRUCTURAL ENGINEER | BRANDOW

Kim Caravalho has 29 years of structural design experience, 20 with Brandow & Johnston. Ms. Caravalho's attention to detail and ability to bring projects in on time and on budget regardless of size and scope is extraordinary. Her experience and expertise with municipal projects, student housing, K-12 education, higher education, laboratories and tenant improvement projects has molded Kim into a very well-rounded structural engineer.

EDUCATION

» MSCE & BSCE, University of Southern California

REGISTRATIONS / CERTIFICATIONS

» Civil Engineer: CA No. 57164

» Structural Engineer: CA No. 4896

SELECTED PROJECT EXPERIENCE

» Pasadena Playhouse District Park, Pasadena, CA

» Johnny Carson Park Pedestrian Bridge, Burbank, CA

» Rowland Heights Community Center for LA County, Rowland Heights, CA

» Roxbury Park and Community Center, Beverly Hills, CA

» Canyon Country Community Center, Santa Clarita, CA

» City of Beverly Hills, DWP Maintenance Warehouse, Beverly Hills, CA

CURRENT RESPONSIBILITIES

» Sherman Oaks Center for Enriched Studies - Comprehensive Modernization, Construction Phase

» Pasadena Playhouse District Park, Plan Check Phase

» La Mirada High School Athletic Field Renovation, Plan Check Phase

» Canyon Country Community Center, Construction Phase

» John Adams Middle School Performing Arts Center, Construction Phase

Andrew Reilman,

PE, LEED AP BD+C, HBDP

MECHANICAL ENGINEER | INTEGRAL

Andrew Reilman is the Managing Principal of Integral Group's Los Angeles office, and a mechanical engineer with over 20 years of experience in HVAC systems design and integrated sustainable project design. His expertise in sustainable architecture and green buildings includes building designs for passive, low energy systems such as natural and mixed-mode ventilation, displacement ventilation, radiant heating and cooling, and building integrated renewable energy systems.

EDUCATION

» BS, Mechanical Engineering, University of California, Davis, Davis, CA

REGISTRATIONS / CERTIFICATIONS

» Mechanical Engineer: CA #M33227

SELECTED PROJECT EXPERIENCE

» The Creek at Dominguez Hills, Los Angeles, CA

» Earvin "Magic" Johnson Park, Los Angeles, CA

» University of California, San Diego Pepper Canyon, San Diego, CA

» Lions Park Library & Community Center, Costa Mesa, CA

» Hayward Zero Net Energy Library, Hayward, CA

» Downtown Las Vegas Master Plan, Las Vegas, NV

» New Riverside Mid-County Civil Courthouse Superior Court of California, County of Riverside, Menifee, CA

» City of Santa Monica High Performance Buildings Design Guidelines, Santa Monica, CA

Annette Malekandrasians, PE

ELECTRICAL ENGINEER | INTEGRAL

Annette Malekandrasians is a project engineer with over 13 years of experience. She holds extensive experience in designing substations, medium voltage and low voltage switchgears and motor control centers, and project management. Annette is driven by sustainable electrical design and increasing the efficiency of resource use.

EDUCATION

- MS, Power Engineering, California State University, Los Angeles, CA
- BS, Electrical Engineering, Arkansas Tech University, Russellville, AR

REGISTRATIONS / CERTIFICATIONS

- Electrical Engineer: CA #E21589

SELECTED PROJECT EXPERIENCE

- Earvin "Magic" Johnson Park, Los Angeles, CA
- University of California, San Diego Pepper Canyon, San Diego, CA
- Mingei International Museum Renovation, San Diego, CA
- Donald Dungan Library, Costa Mesa, CA
- Joshua Tree Cottonwood Visitor Center, Riverside County, CA
- Commodore Perry Estate Redevelopment Phase 1, Austin, TX
- Natural History Museum West Basement Service Design, Los Angeles, CA
- ZNE PV + Battery Project, Malibu, CA
- Nevada Museum of Art Expansion, Reno, NV

Jacobus Malan

QUANTITY SURVEYOR | JACOBUS

As Executive Principal, Jacobus Malan has a Bachelor of Science degree in Quantity Surveying (Construction Cost Professional), from the highly accredited University of the Witwatersrand in South Africa. He has acquired at least 38 years in-depth diverse construction costing experience in all aspects of work, from the perspective of a professional Quantity Surveying and estimating practice, as well as working with general contractors, design professionals, design build contractors and developers.

EDUCATION

- BS, Quantity Surveying, University of the Witwatersrand, South Africa

SELECTED PROJECT EXPERIENCE

- Channel Islands Harbor Administration Building, Oxnard, CA
- Casa Sirena Rebuild Project, Oxnard, CA
- Lifeguard Tower and Restrooms at Silverstrand Beach Channel Islands Harbor, Oxnard, CA
- Channel Islands Boating Instruction and Safety Center, Oxnard, CA
- Clinicas Del Camino Real, Inc, Statham Clinic, Oxnard, CA
- County of Los Angeles Department of Parks and Recreation Earvin Magic Johnson Park Phase 1B, El Segundo, CA
- Monrovia Library Park, Monrovia, CA

CURRENT RESPONSIBILITIES

- NCTD Charger Locomotive, Turn Table

Alexandro Nocum

COST ESTIMATOR | JACOBUS

Alexandro Nocum has had 32 years of postgraduate experience, with twenty years of California based physical construction and construction cost estimating experience. As a Senior Estimator for Jacobus & Yuang, Inc. he is responsible for accurate quantification of all cost consequential aspects of building projects for the purpose of compiling a professional cost estimate for each project. Alex is well qualified to do complete multi-trade, including Plumbing, HVAC and Electrical system, quantification for cost estimates and Change Order Evaluations. .

EDUCATION

» BS, Civil Engineering,
Central Colleges of the Philippines

REGISTRATIONS / CERTIFICATIONS

» Registered Civil Engineer: Philippines (No.46232)

» American Association of Cost Engineers
(Member No. 100230)

SELECTED PROJECT EXPERIENCE

» Channel Islands Harbor Administration Building, Oxnard, CA

» Casa Sirena Rebuild Project, Oxnard, CA

» Lifeguard Tower and Restrooms at Silverstrand Beach Channel Islands Harbor, Oxnard, CA

» Channel Islands Boating Instruction and Safety Center, Oxnard, CA

» Clinicas Del Camino Real, Inc, Statham Clinic, Oxnard, CA

CURRENT RESPONSIBILITIES

» NCTD Charger Locomotive, Turn Table

» NCTD Gas Detection System

» SMMUSD – John Adams Middle School Assessment

Aaron Spohn

SKATE PARK DESIGNER | SPOHN

Aaron Spohn is the embodiment of the entrepreneurial spirit. When he used a carpentry background to start Spohn Ranch in the early '90's, he had no back-up plan – he put everything he had behind his passion for wheel sports. That passion culminated in a backyard half-pipe that not only gave birth to a community, but eventually an award-winning skatepark design-build firm. After Aaron helped launch skateparks into the mainstream when he partnered with ESPN to develop the X-Games, Spohn Ranch's backyard roots spread globally in the form of hundreds of cutting-edge creations.

From permanent skateable landscapes to innovative installations for high-profile events, Aaron and Spohn Ranch have played an invaluable role in the exponential development of wheel sports. Hailed by insiders as a pioneer of the modern municipal skatepark, Aaron has also spent considerable effort promoting the industry as a whole and sharing his extensive knowledge – leading the ASTM committee that created safety standards for public skateparks and lecturing at parks and recreation conferences across the country. .

EDUCATION

» School of Hard Knocks

SELECTED PROJECT EXPERIENCE

» George Lane Skatepark, Lancaster, CA

» Castaic Skate Plaza, Castaic, CA

» North Beardsley Skatepark, Bakersfield, CA

» PHR Pump Track & Skatepark, San Diego, CA

» Crowley Lake Skatepark, Crowley Lake, CA

» Planz Park Skatepark, Bakersfield, CA

Vince Onel

SKATE PARK DESIGNER | SPOHN

Vince Onel grew up in Iowa and discovered skateboarding at age 10. After years of being chased by police on the campus where his father worked as a professor, Vince joined forces with fellow Iowa City skateboarders to advocate for a public skatepark. Advocacy efforts paid off and the park was successfully constructed in 2002. Lessons learned during this effort and a passion for architecture and construction paved the way for a bachelor's degree at the University of Southern California. Since joining Spohn Ranch in 2008, Vince's AutoCAD and critical thinking skills have led interdisciplinary teams for 150+ projects across 40+ states – always focused on not only innovative design, but also steadfast schedule and budget.

EDUCATION

- BS, University of Southern California

SELECTED PROJECT EXPERIENCE

- George Lane Skatepark, Lancaster, CA
- Castaic Skate Plaza, Castaic, CA
- North Beardsley Skatepark, Bakersfield, CA
- PHR Pump Track & Skatepark, San Diego, CA
- Crowley Lake Skatepark, Crowley Lake, CA
- Planz Park Skatepark, Bakersfield, CA

Ronald Shmerling, CEG, RCE

GEOLOGIST/ENGINEER | GEOLABS

Ronald Shmerling has over 40 years of geotechnical consulting experience in southern California. He is dualregistered as an Engineering Geologist and Civil Engineer in California. Mr. Shmerling is Principal-inCharge of all engineering projects for Geolabs-Westlake Village. His responsibilities include planning and execution of geotechnical investigations, coordination and direction of technical staff, supervision of quality control services, and liaison to governmental agencies and clients. In recent years, Mr. Shmerling has provided technical peer review to the Cities of Simi Valley, Camarillo, Thousand Oaks, and Calabasas, often in a 3rd party role for dispute resolution purposes. .

EDUCATION

- MS, Geology, University of California at Los Angeles
- BA, Economics, University of California at Santa Barbara

REGISTRATIONS / CERTIFICATIONS

- Registered Geologist: CA #3577
- Certified Engineering Geologist: CA #1047
- Civil Engineer: CA #35444

SELECTED PROJECT EXPERIENCE

- Geotechnical Investigation and Construction Services, YMCA Sports Field, Westlake Village, CA
- Geotechnical Investigation and Construction Services, Dos Vientos Park, Thousand Oaks, CA
- Geotechnical Plan Reviews and Construction Services, Trancas Canyon Park, Malibu, CA
- Geotechnical Investigation and Construction Services, Lindero Linear Park, Agoura and Lakeview Canyon Roads, Westlake Village, CA

Lawrence Stark, GE

GEOTECHNICAL ENGINEER | GEOLABS

Lawrence Stark is a licensed Civil and Geotechnical Engineer in California with over 35 years of geotechnical consulting experience in Southern California. He has experience in performing, managing, and supervising numerous geotechnical projects in Southern California. In recent years, He has been involved in the design and construction of several bridges, a flood control dam, infrastructure improvements for residential and public streets, several school and college facilities, coastal improvements, flood control levees, retaining walls and sea walls, residential developments, and commercial developments. .

EDUCATION

- BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS / CERTIFICATIONS

- Registered Civil Engineer: CA #46240
- Registered Geotechnical Engineer: CA #2772

SELECTED PROJECT EXPERIENCE

- Geotechnical Investigation and Construction Services, YMCA Sports Field, Westlake Village, CA
- Geotechnical Investigation and Construction Services, Dos Vientos Park, Thousand Oaks, CA
- Geotechnical Plan Reviews and Construction Services, Trancas Canyon Park, Malibu, CA
- Geotechnical Investigation and Construction Services, Lindero Linear Park, Agoura and Lakeview Canyon Roads, Westlake Village, CA

Lawain Ross

FIELD SUPERVISOR | GEOLABS

Lawain Ross supervises field staff during grading and infrastructure construction for residential, commercial, Caltrans, and public works projects. Review of technical data to prepare geotechnical reports. Review of grading and foundation plans for compliance with soils reports. Attend weekly project meetings with clients to review project status and coordinate field personal. Attend pre-construction meetings to review project specifications related to geotechnical data. .

EDUCATION

- Geology Major, Chaffey Collage Alta Lama, California

REGISTRATIONS / CERTIFICATIONS

- American Concrete Institute (A.C.I.)
- Certified Field Technician, Level I

SELECTED PROJECT EXPERIENCE

- Geotechnical Investigation and Construction Services, YMCA Sports Field, Westlake Village, CA
- Geotechnical Investigation and Construction Services, Dos Vientos Park, Thousand Oaks, CA
- Geotechnical Plan Reviews and Construction Services, Trancas Canyon Park, Malibu, CA
- Geotechnical Investigation and Construction Services, Lindero Linear Park, Agoura and Lakeview Canyon Roads, Westlake Village, CA

Cy Carlberg

ARBORIST | CARLBERG

Cy Carlberg has overseen residential and commercial construction projects to prevent damage to protected and specimen trees. She has thirty-five years of experience in arboriculture and horticulture and has performed tree health evaluation, value and risk assessment, and expert testimony for private clients, government agencies, cities, school districts, and colleges. .

EDUCATION

- BS, Landscape Architecture, California State Polytechnic University, Pomona
- Graduate, Arboricultural Consulting Academy, American Society of Consulting Arborists, Chicago, Illinois

REGISTRATIONS / CERTIFICATIONS

- Certified Arborist (#WE-0575A), International Society of Arboriculture
- Registered Consulting Arborist (#405), American Society of Consulting Arborists
- Certified Urban Forester (#013), California Urban Forests Council, 2004
- Qualified Tree Risk Assessor, International Society of Arboriculture,

SELECTED PROJECT EXPERIENCE

- The Huntington Library and Botanical Gardens, CA
- The Los Angeles Zoo and Botanical Gardens, CA
- The Rose Bowl and Brookside Golf Course, Pasadena, CA
- Walt Disney Concert Hall and Gardens, Los Angeles, CA
- The Art Center College of Design, Pasadena, CA

Christy Cuba

ARBORIST | CARLBERG

Christy Cuba has performed hundreds of tree inventories, health evaluations, impact analyses, hazard, and value assessments for counties, cities, sanitation districts, and water districts, as well as private developers, architects, engineers, and homeowners. She has over 30 years of experience in the study of trees and arboricultural consulting, and is trained in environmental planning, state and federal regulatory permitting, preparation of CEQA analyses, and habitat mitigation planning, and implementation. .

EDUCATION

- BA, Environmental Analysis & Design, Cum Laude, University of California, Irvine
- Graduate, International Society of Arboriculture Certification Study Program
- Graduate, Consulting Academy, American Society of Consulting Arborists

REGISTRATIONS / CERTIFICATIONS

- Certified Arborist, WE-1982A, International Society of Arboriculture
- Registered Consulting Arborist, #502, American Society of Consulting Arborist
- Qualified Tree Risk Assessor, International Society of Arboriculture

SELECTED PROJECT EXPERIENCE

- The Huntington Library and Botanical Gardens, CA
- The Los Angeles Zoo and Botanical Gardens, CA
- The Rose Bowl and Brookside Golf Course, Pasadena, CA
- Walt Disney Concert Hall and Gardens, Los Angeles, CA
- The Art Center College of Design, Pasadena, CA

Summary of Approach

METHODOLOGY

The MIG Team's methodology focuses on the successful integration of:

Listening

Before anything else, we will listen first. MIG's community engagement approach has been designed specifically for the City's multicultural/multilanguage community to allow everyone to participate. We will reach out to the entire community, users and stakeholders—young and old; English, Spanish, and Mixteco speakers; community advocates like PAL and Oxnard City Corps; neighborhood groups, and people with little or extensive technical or design knowledge—and create an open, engaging, multifaceted process that gives everyone an opportunity to contribute in the way that's most comfortable to them. Our proposed approach ensures that a variety of viewpoints are listened to, documented, and considered. Our diverse, bilingual, and culturally connected in-house engagement experts create outreach materials that spark creativity and inspire target audiences to join in, helping to maximize participation and collect meaningful data. For MIG, community engagement is the essential part of making a place that meets the community's needs become integral in their daily lives.

Equitable and Inclusive

The design must respect the different abilities, backgrounds, and cultures to encourage everyone to join in safely and feel welcomed. Children come to play; parents come to watch, meet, and play; teens, adults, seniors, and groups meet up, play, and socialize with their neighbors and find inspiration in the sounds of people interacting. MIG's universal design approach broadens the scope of accessibility to help create an environment that is usable by most people regardless of their level of ability or disability.

When everyone is included and invited – when design reflects the diverse ideas, interests, and needs of the local community, we strengthen community pride, ownership, and stewardship of the environment and of the community. We design to meet the developmental needs of children, teens, adults, and seniors of all ages, cultural heritage, and abilities. We work to bring and create better distribution of play, open space, and nature to those who have the least access to it.

Community First

The most successful places are ones that the community love and use. It is the everyday users and community that provide the spirit, care, and activation that will make Campus Park alive and give it a warm, inviting, and regenerating soul. The park shall tell the story of the Oxnard Community and embody the community's spirit, history, and express its multicultural heritage. By listening and translating the community goals, vision, and needs, **the design will be by the community for the community**. The MIG Team will address and implement the community's concerns through an iterative process to confirm what we have heard as the project progresses. We will listen and look for the stories, weaving them into the design. As a result, the park will embody the special character and values of the community to make a place where people become an integral participant in their surroundings. The design will be one derived from place and not imported.

Play as Learning

It is an intricate, intimate process that helps both children and adult's health and well-being – physically, socially, mentally, and spiritually. Play is learning in its most experiential sense, but it is only as rich as the supporting social and physical environment. Campus Park provides the community the opportunity to get their daily dose of play by providing settings that encourage and stimulate play.

MIG will make opportunities of both natural and manufactured settings to encourage informal play and experiential learning. So, whether it is embedded in the seasonal/periodic creek, within the system of trails, or through thoughtful design elements located throughout gathering places, the MIG Team will help play grow out of the park environment and the uniqueness of the community for all ages and abilities.

Regenerative

While our populations and urban environments are increasing, our children's access to nature and physical activity is decreasing. Today's children have fewer opportunities to physically explore nature than ever before. Such isolation is causing the loss of children's literacy of the natural and animal worlds we are a part of. Research shows that getting direct exposure to nature is essential for our physical and emotional health and improves our biological, cognitive, and spiritual well-being. Active learning in an outdoor setting stimulates all aspects of a child's development, especially their social emotional and gross motor development. What this means is: we have got to get our children outside and expose them to natural environments with multisensory experiences. We must re-establish children's links to the natural and animal worlds if we are to help build the next generation of protectors of these worlds.

Be Flexible and Comfortable

Successful parks work for people alone or in groups; they work for traditional sports and play, but they also welcome nontraditional activities. **Great parks have spaces that can morph and change and evolve with the community to create new traditions and respond to modern trends**. They work weekdays, weekends, and work for special events. They can adjust to changing human needs, and they offer multiple behavior opportunities – socializing, exercising, celebrations, being quiet, or just having a good laugh.

To deepen and enrich each setting while making it more inviting, MIG likes to collaborate with local artists to enhance the interpretive opportunities of each site. Artist produced elements create a unique character for a site; connect it to the community; provide one-of-a-kind elements that make each place special; can be both aesthetic and functional; and serve as seating, play, and exploration.

PHYSICAL RESOURCES

MIG has evaluated the Campus Park Design/Activation Project and built our project team with experts who best address the requirements of the project and program and who have the capacity to step up to the challenge of the timeline. **The proposed MIG staff are available now and committed for the duration of the project.** Their current workload will not impact their availability to successfully complete this assignment. All MIG projects and staff capacity are monitored and scheduled in coordination with existing project workload using a job cost system (Deltek Vision). This allows us to monitor and track the status of our project personal workload and costs for every project. This assists us in managing our time to complete the project and provides us with current cost information to complete the project on-time and within budget. In addition, with nearly 250 professionals on staff, MIG has the personnel resources to accommodate and respond to unexpected assignments and changes in the project schedule.

MIG has carefully selected each subconsultant based on their depth of relevant experience, a working relationship, and their availability. Each firm has provided qualified staff members who are committed throughout the life of the project.

Outreach Plan

At MIG, community engagement has been a fundamental part of our company DNA. Our outreach leads are not simply subconsultants that fill a public relations role, but instead are in-house community planners that form a key part of the design team. Through nearly four decades of planning and design projects, we have learned that well-designed, contextual, and meaningful community engagement is critical to successful community-led and community-owned design projects. We start by working to build community awareness and a basic level of expertise about the project. We then provide community members with real opportunities to influence design through interactive and fun activities across multiple platforms. We ask them to consider alternatives and request assistance to confirm the community preferred concept.

Working in close collaboration with City staff, MIG will develop an effective Community Outreach and Facilitation Plan that will incorporate public participation and input into the design for Campus Park. The plan will respond to Oxnard's social and cultural identity including language needs and will describe the proposed outreach activities, outlets for providing information about how the community can get involved, integrate web-based resources, surveys, and the roles of the partners such City Corps, City Council Committees, and other key stakeholders. The Community Outreach and Facilitation Plan will include strategies that focus on specific engagement activities that reach voices that are not typically heard by reaching out to historically underserved groups and neighborhoods to ensure their participation and inclusion in the plan development process.

Given the current context, the plan will be designed to be responsive and adaptive to changing conditions regarding health and safety. To that end, the plan will propose virtual and distance engagement strategies that respond to COVID-19 safe practices and social distance directives. Virtual and distance tools will be critical components of engagement regardless of circumstances, especially the early stages of this project. MIG will propose digital tools and supplemental methods to ensure participation of community members with limited access to technology.

Outreach Materials

MIG has an in-house communications and graphic team that works closely with the design team. To encourage community members to participate in the design of Campus Park and provide ongoing communication about the process, MIG will propose a communications approach that leverages local on-site outlets and digital media tools.

MIG will design a set of outreach and collateral materials that will be adapted for print and digital outlets. These will include a fact sheet with timeline for community input, flyers for all workshops, informational posters with QR code to direct traffic to the website and social media, press releases, and others. All materials will be designed in a bilingual fashion to respond to English and Spanish speakers.

A social media plan will guide content that supports the communication objectives for the park design program. City Staff will be provided with posts, schedule for posts, and recommendations for social media advertising to boost the performance of important "action" posts. The social media campaigns will use images to communicate aspects of the program and build program awareness, announce upcoming workshops and activities, promote the online input tools like quizzes and surveys, and build excitement. MIG will use existing social media channels including Facebook, Instagram, and Twitter to digitally outreach to a number of Oxnard based groups including Facebook Groups such as Growing in Oxnard in the 70's and 80's, Friends of Campus Park, Viva Oxnard, Latinos de Oxnard, among others. A set of hashtags will also be created to brand the efforts for each city. Social media pages for partner organizations and groups will be identified for pushing out Campus Park communications.

PLEASE JOIN US FOR A

BART Community Design Workshop

BART and the City of Daly City need your help creating a new plan for the Daly City BART station and the surrounding area.

Please join us for a two-day workshop focused on improving the Daly City Station Area to enhance access and safety, improve transit connections, manage and guide growth, and ensure better links between the station and the community.

TALLER DEL BART SOBRE DISEÑO COMUNITARIO

BART y la Ciudad del Daly City necesitan su ayuda para crear un nuevo plan para la estación BART de Daly City y su zona circundante.

Únase a nosotros en un taller de dos días con el objeto de mejorar el Área de la Estación de Daly City así como seguridad y al acceso a ésta, mejorar las conexiones al transporte público, controlar y guiar el crecimiento y garantizar que haya mejores vínculos entre la estación y la comunidad.

PANGKOMUNIDAD NA PALIHAN NG DISENYO NG BART

Kailangan ng BART at Lungsod ng Daly City ang inyong tulong sa paglikha ng isang bagong plano para sa istasyon ng BART sa Daly City at sa nakapaligid na lugar.

Mangyaring samahan kami sa isang dalawang-araw na palihan (workshop) na nakapokus sa pagpapabuti ng Istasyon ng Daly City upang mapahusay ang paggamit at kaligtasan, mapabuti ang mga kuneksyon ng paghahatid, pamahalaan at patnubayan ang paglaki, at tiyakin ang mas mabubuting ugnayan sa pagitan ng istasyon at ng komunidad.

BART 社區設計討論會

BART 和戴爾市市政廳需要您的協助，為戴爾市 BART 車站及周圍地區制訂一項新計畫。

請參加我們為期兩天的討論會，其主題是改善戴爾市車站地區的環境，以便利交通和加強安全，改進轉乘連接，管理和指導發展，以及確保車站與社區之間更好的關係。

Help Make the Daly City Station Area:

- More livable
- More walkable
- Safer and more attractive
- A better gateway to local neighborhoods and the region

Meetings and Workshops

In our experience, we find that time is limited for many families and individuals so the MIG approach is based on reaching people where they already are or through networks they already participate in. Sure, workshops and meetings are still the gold standard and will be a critical public piece to the Campus Park design process (see Scope of Work response in Question 9), but we try to consider the investment in time and resources in relation to the numbers of people that participate. Also, a key consideration is that typically those that participate in traditional meetings and workshops are often regular participants whose voices are frequently heard in civic processes. Because of time availability, communication ability, and comfort with meetings, such participants, we find, are not always representative of the broader city resident profiles.

In Oxnard, our respectful suggestion is that this outreach and engagement process must purposefully extend beyond those typical participants and tap into existing events and/or networks. During normal times without distancing restrictions, the MIG approach of reaching people where they are may include in-person engagement through existing events and meetings; booths, for example, at the Oxnard Strawberry Festival, at the Salsa Festival, or at the Downtown Farmers' Market. Our tact would also propose collaboration with a variety of formal and informal organizations to help the project reach their constituents. This may include briefings or presentations through established civic groups like the Inter Neighborhood Community Organization (INCO), the network of Oxnard Neighborhood Councils. Community advocates include such groups as the Mixteco/Indigena Organizing Project (MICOP) or business groups like the Oxnard Chamber of Commerce or the Downtowners.

We also recognize the critical role churches play in the lives of people of Oxnard. They are trusted platforms where people congregate and receive critical information. And because of the ethnic and nature of these congregations in Oxnard, these would also be valuable at targeting specific communities and geographies. Santa Clara Church's proximity to the Campus Park site and its historically civic role in the community would be a natural fit to reach proximate neighbors. Our Lady of Guadalupe - whose congregants often come from beyond La Colonia - would be a suitable venue to reach Spanish speaking communities. Similarly, Mary Star of the Sea would help us reach into the Filipino community. Each of these churches, and many others, typically will distribute bulletins/newsletters to share information and after-mass events (fairs, festivals, kermés) where simple table-top outreach may be suitable.

As a key user group, the integration of young people will be another critical avenue for the design and development of Campus Park. In addition to the fun and interactive activities that will be developed with youth participation in mind, our scope or work also includes a proposed training and toolkit with Youth/City Corps in our scope or work. This is an ideal platform to collaborate with Oxnard High Schools to engage teenagers, to get their perspectives and opinions about Campus Park, but also to expose them to the design and planning profession. To begin identifying suitable groups or classes in which to integrate Campus Park design development, we envision leveraging contacts with principals, teachers, counselors at the various high schools.

Progress Reports

MIG provides in a comprehensive approach to project management that includes frequent communication and regular phone or web-based meetings with the design team and City of Oxnard, regular updates to the project schedule, and preparation of monthly progress reports to accompany project billing invoices.

As part of this project, MIG would propose utilizing a cloud based project management site to allow for a central location to house critical project files, including reports, deliverables, and working files. This technology would allow for a more fluid collaboration between all team members and the City.

Schedule

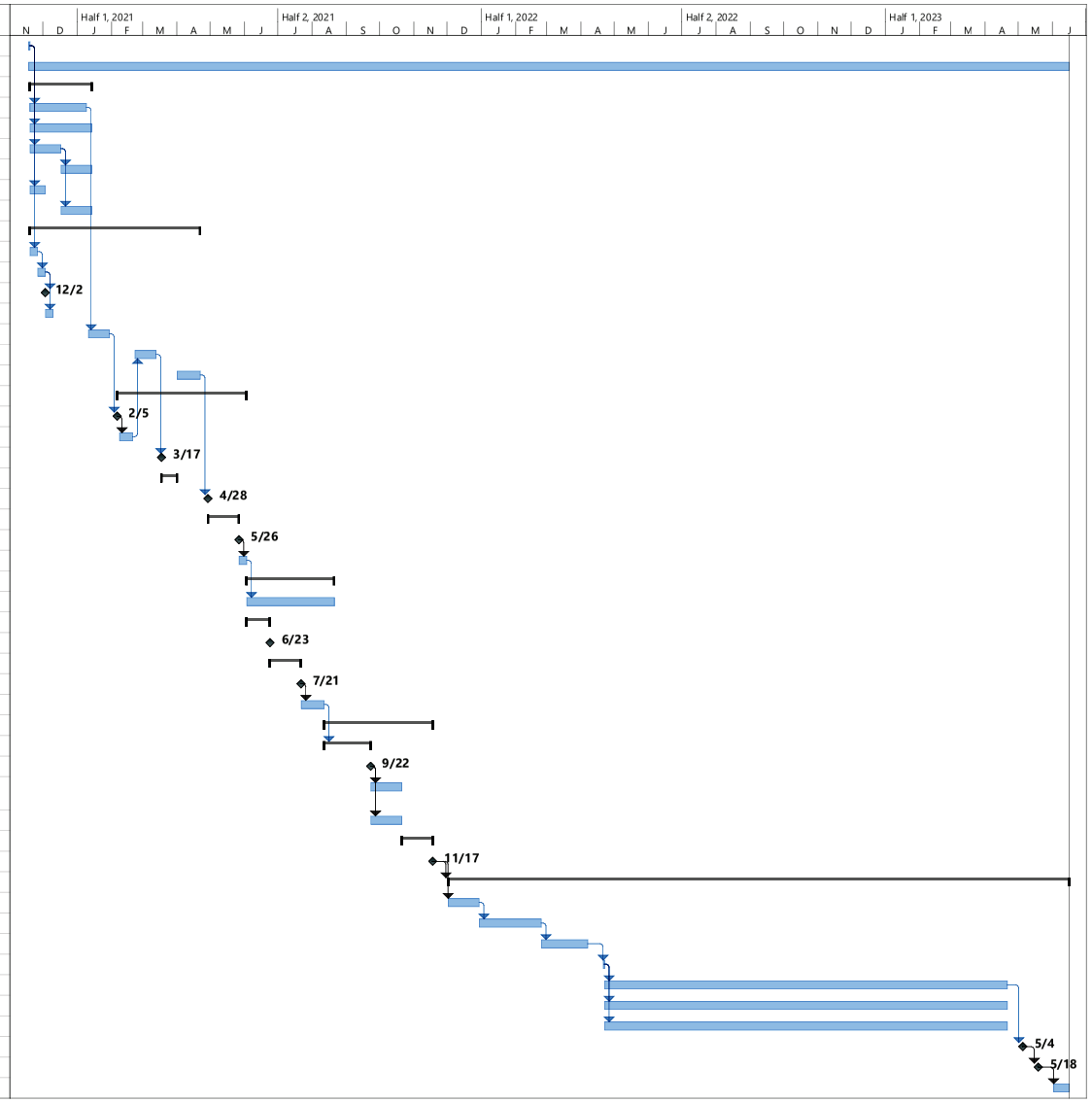
Our proposed Milestone Schedule (see item 6) is based on the overall milestones as provided in the RFP. We are committed to and staffed appropriately to complete the Campus Park Design/Activation Project bid documents by November 2021 based on receipt of a notice-to-proceed (NTP) from the City of Oxnard in November 2020.

Specific project milestones include:

- Kickoff Meeting with City of Oxnard – November 18, 2020
- Community Workshops Round #1 – January 11-29, 2021
- Kickoff Design Workshop with City of Oxnard – February 5, 2021
- Community Workshops Round #2 – February 22-March 12, 2021
- 70% Design Workshop with City of Oxnard – March 17, 2021
- Community Workshops Round #3 – April 1-21, 2021
- Present 70% Schematic Design to Parks, Recreation, Community Services – April 28, 2021
- Submit 100% Schematic Design Package (30% PS&E) – May 26, 2021
- Review 50% Design Development Progress with City of Oxnard – June 23, 2021
- Submit 100% Design Development Package (60% PS&E) – July 21, 2021
- Submit 90% Construction Documents (90% PS&E) – September 22, 2021
- Submit 100% Construction Documents (100% PS&E) – November 11, 2021
- Bid Period – December 2021
- Contract Award – February 2022
- Begin Construction – April 2022
- Substantial Completion – April 2023
- End Construction – May 2023
- Submit Record Drawings – June 2023

Schedule, *continued*

Task Name	Duration	Start
Receipt of Notice to Proceed (NTP)	**1 day**	**Wed 11/18/20**
Task 1: Project Management	134.4 wks	Wed 11/18/20
Task 2: Preliminary Investigations	40 days	Thu 11/19/20
Data Gathering	37 days	Thu 11/19/20
Geotechnical Report	8 wks	Thu 11/19/20
Topographic Survey	4 wks	Thu 11/19/20
Arborist Report	4 wks	Thu 12/17/20
CEQA Compliance Review	2 wks	Thu 11/19/20
Mapping and Utility Investigation	4 wks	Thu 12/17/20
Task 3: Community Engagement	110 days	Thu 11/19/20
Stakeholder Meetings	1 wk	Thu 11/19/20
Develop Community Outreach and Facilitation Plan	1 wk	Thu 11/26/20
Initiate Multimedia Campaign	0 wks	Wed 12/2/20
Youth/Corps Training	1 wk	Thu 12/3/20
Community Workshops: Round 1 - Input on Design Elements	**3 wks**	**Mon 1/11/21**
Community Workshops: Round 2 - Input on Alternatives	**3 wks**	**Mon 2/22/21**
Community Workshops: Round 3 - Input on Final Design	**3 wks**	**Thu 4/1/21**
Task 4: Schematic Design	83 days	Fri 2/5/21
Kickoff Design Workshop with City's Project Team	0 days	Fri 2/5/21
Prepare Conceptual Design Alternatives (2)	2 wks	Mon 2/8/21
70% Design Workshop with City's Project Team	0 days	Wed 3/17/21
Prepare 70% Schematic Design Package	10 days	Thu 3/18/21
Present 70% Schematic Design to Parks, Rec, Community Services	**0 days**	**Wed 4/28/21**
Prepare 100% Schematic Design Package	20 days	Thu 4/29/21
Submit 100% Schematic Design Package to City of Oxnard	**0 days**	**Wed 5/26/21**
City Review Period	1 wk	Thu 5/27/21
Task 5: Design Development	57 days	Thu 6/3/21
Coordinate CEQA Compliance Documentation	57 days	Thu 6/3/21
Prepare 50% Design Development Plans	15 days	Thu 6/3/21
Progress Submittal Meeting with City of Oxnard	**0 days**	**Wed 6/23/21**
Prepare 100% Design Development Plans	20 days	Thu 6/24/21
Submit 100% Design Development Set to City of Oxnard	**0 days**	**Wed 7/21/21**
City Review Period	3 wks	Thu 7/22/21
Task 6: Final PS&E	70 days	Thu 8/12/21
Prepare 90% Construction Documents	30 days	Thu 8/12/21
Submit 90% Construction Documents to City of Oxnard	**0 days**	**Wed 9/22/21**
Submit 90% Construction Documents to California Natural Resources Agency Review	**4 wks**	**Thu 9/23/21**
City Plan Check	4 wks	Thu 9/23/21
Prepare 100% Construction Documents	20 days	Thu 10/21/21
Submit 100% Construction Documents to City of Oxnard	**0 days**	**Wed 11/17/21**
Task 7: Construction Phase Support	401 days	Thu 12/2/21
Bid Period	**4 wks**	**Thu 12/2/21**
Contract Award	**8 wks**	**Thu 12/30/21**
Contractor Mobilization	**6 wks**	**Thu 2/24/22**
Pre-Construction Meeting	1 day	Thu 4/21/22
Bi-Weekly Construction Meetings	52 wks	Fri 4/22/22
In-House Field Coordination	52 wks	Fri 4/22/22
Nursery Visits	52 wks	Fri 4/22/22
Pre-Punch Job Walk	0 days	Thu 5/4/23
Punch List Job Walk	0 days	Thu 5/18/23
Record Drawings	2 wks	Fri 6/2/23



Project Understanding

MIG understands that the proposed Campus Park Design/Activation Project, funded by a State of California Statewide Park Development and Community Revitalization grant, addresses seven Health and Quality of Life conditions of the City including: recreational, social, cultural, environmental, educational, economic and health. A main goal of the project is to create a dynamic park, through a participatory community design, that will bring activation through the creation of a diverse set of places, activities and opportunities to bring people to play, recreate, and socialize.

The concept, which includes a nature-themed inclusive playground, community garden, trails and landscaping, multi-use field/meadow, public art, Pelota Mixteca court, multi-use pavilion/amphitheater/venue space, seasonal/periodic creek, pump track, and a skate park, illustrates the multi-age, multi-use park experiences which will need to respond to different users, seasons and times of day. MIG understands that the overall professional landscape architecture and engineering services to be provided include project management, preliminary investigations, community engagement, schematic design, design development, final PS & E, bidding, and construction phase support.

MIG also understands that this is the former site of the old Oxnard High School that included some buildings that date back to the 1930's, so we know that many Oxnard residents will have a deep set of memories associated with the site. The large site fronts the established Northside neighborhoods and the tree-named streets to the north along Second Street. To the east is Oxnard's Historic district replete with early 20th century homes and Santa Clara's steeple prominently visible from the site.

To the south is the busy Fifth Street corridor with churches and multifamily housing, and the gateway to the Performing Arts and Convention Center. To the west are, the Masonic Lodge, the PAL Gym, Oxnard High School District, and Army Corps of Engineers offices that together create a mini civic corner.

Contextually, Campus Park will be situated in an ideal location as Oxnard's signature green space, potentially playing the same prominent – but scaled – civic role as say New York's Central Park or San Francisco's Golden Gate Park. The site is broadly adjacent to the historic Downtown and the Civic Core. In fact, **Campus Park looks poised to become a key component of Oxnard's civic spin**e that includes the Transit Center, Downtown shops and eateries, La Placita, the Carnegie Museum, the Historic District homes, the Oxnard Airport, among others.

Oxnard is a young and fast-growing city with high demand for parks and recreational activities. There is a desire for sports fields and courts, but also relaxation and passive recreation. There is a desire for nature play and exploration, but also traditional playgrounds. There is a desire for formal performance and arts space but also informal common space. There are multiple design objectives outlined by the Statewide Grant that need to be satisfied.

Finally, and critically, MIG understands that there will be a lot of interest and attention by the community about the long-coming Campus Park and that community engagement will be critical in the process. There are several formal and informal groups each with its own unique perspective, there are adjacent neighbors, businesses, churches, and agencies that would be valuable to engage. Together these perspectives must be weaved together to form a shared grand vision for Campus Park.

Project Approach

PROJECT MANAGEMENT

To manage and support the project scope of work, the team will need to complement each other as true collaborators. This begins by having a clear point person and a core project management team in place for the City to interact with. As project manager, José Leal will be the primary MIG contact who will be responsible for the day-to-day management of all phases of the project and coordination of client, staff, and subconsultants. All contact with the client and subconsultants will be orchestrated through the project manager to ensure that there is consistency and continuity with the project information, and direction being given through one source.

To assure that the key decisions are being made, coordinated, and moved forward, which will be critical to meet the proposed deadline, the Project Manager recommends a weekly telephone conference call, scheduled on the same day/time of the week, to check in on the progress, outstanding items, upcoming engagement meetings, and upcoming deadlines. The project manager's responsibility also includes monitoring the budget with the client. A final piece of our project management includes monthly status reports that identifies submitted and upcoming project deliverables, schedule status and updates, and project budget updates. Additionally, to support the MIG Team, in particular our core management staff of Project Manager Jose Leal and Principal-in-Charge Evan Mather, MIG has over 250 professionals available to provide specialized technical expertise or production level assistance, as-needed.

PUBLIC ENGAGEMENT

To effectively manage Public Engagement an implementation plan with a schedule of activities, associated products and team roles will be prepared after approval of the Community Outreach and Facilitation Plan. The implementation plan will be updated during the three phases of the design process. The Public Engagement will be tied closely to the design process to gain input at critical design benchmarks. Providing strategic input and overseeing the Public Engagement will be Esmeralda García, a bilingual Spanish speaking principal with a depth of knowledge and experience working in a variety of communities across southern California and throughout the country. Noé Noyola, Outreach Specialist, is a bilingual Spanish speaking community planner with 15 years of experience who is familiar with the patterns, culture, and institutional landscape of the community. Both Noé and Esmeralda are expert facilitators that apply an equity lens to their work and prominently focus on projects and communities that are under-served and under-resourced.

As part of the design team, they will work to ensure that a wide variety of voices are heard, that the process is meaningful, and that feedback from the community is integrated and reflected in the emerging design concepts.

Design Management

Utilizing the rigorous and tested approach to project management, MIG begins each key phase of the design process with a Team meeting to review a detailed work plan and schedule that illustrates the project on a task-by-task basis, making clear the project's critical path, key deadlines and checkpoints, and the responsibilities of each team member. Checklists are developed for each discipline to ensure correct deliverables and good communication. Regular scheduled project team meetings will also be conducted to ensure work quality and that the appropriate allocation of staff time and project resources.

MIG is particularly familiar with the special requirements of public park projects. Our team understands the importance of complete and thorough bid documents to ensure quality construction from the "low responsible bidder."

The Principal-In-Charge and the Project Manager will be responsible for the overall review and quality control of the construction documents. MIG has developed a comprehensive itemized plan checklist that is used to review each document included in the set of landscape architectural construction documents. The project manager also ensures that all drawings are coordinated and have been reviewed by our in-house experts including a Certified Child Safety, and Certified Access Specialist and constructability expert.

Effective budget and cost controls are also essential to the overall project success. The MIG Team will prepare a cost estimate at each phase in the design process. Through schematic design there is a 20% contingency which steps down to 15% at design development and 10% at construction drawings. If the design is over budget at any point through construction, there is a re-thinking of the complexity of a design or the use of materials or systems. The program goals are never compromised, we will find a less expensive way to achieve the desired outcome.

If necessary, to ensure this method achieves the desired cost savings the project team will decide the most critical elements at the schematic design phase. This will be based on the program and the project grant commitments established by the City. All the elements will be prioritized so if the budget gets off track and a simple change of materials or simplification of a design element is not enough, then there is a predetermined list of elements that can help reduce the budget if needed. **We never compromise the program or the end goals for the project.**

CONSTRUCTION PHASE

The City will have primary responsibility and lead the construction process for the Campus Park Design/ Activation Project. The MIG Team will represent the design and will participate fully in construction administration to implement the project as needed. Because of the non-traditional nature of this project, we believe that it will require focused discussion throughout the process. Because of this we recommend holding a pre-bid meeting before the bid to alert the contractor to unusual features that may be part of the design. If the contractor does not clearly understand the design, they will up-bid the project.

Clear communication among the design team, the contractor, and the owner are crucial to the success of a project. MIG will be available to the contractor throughout the construction process to answer all questions. Our team includes local subconsultants experienced in construction administration and local requirements to ensure timely responses and to assist the client with day-to-day issues that may arise during construction. Besides an at least weekly presence on site, our team is available daily to review shop drawings, requests for further information.

The ability to exchange digital images quickly allows the contractor, construction manager, staff, and other team members to visualize issues and problems and respond clearly and unequivocally. Following meetings or site inspections, each team discipline will prepare a detailed report of findings.

Our approach during construction focuses on the successful integration of:

- **Organization:** MIG keeps detailed records that play an important role in communications and conflict avoidance. Events and decisions are clearly recorded. We have an effective digital filing system which is fundamental to success.
- **Construction Observation**: Periodic and strategic construction observation to confirm compliance with the Construction Documents and to assure the project is maintained on schedule. At the periodic meetings, the contractor will report on progress, issues that arise in the field, and any other questions or concerns that they have. MIG is committed to quick responses to any construction phase issues.
- **Responses for Information:** Responding to RFI's from the contractor is an important duty to ensure a successful design. A critical point is usually about one-third of the way into the job schedule, when submittals often peak. to avoid misunderstandings, we answer questions from the job site in writing, and within a specified timeframe. Requests are generally handled by an RFI form. We will track the status of issues from field reports until they are resolved.

Scope of Work

In accordance with an executed professional services agreement, MIG will coordinate planning of the park's program elements through a comprehensive community engagement process and deliver a construction documents package (plans, specifications, estimate), suitable for bidding, that provides a single, cohesive community park program and layout. As part of our design process, MIG will prepare high-quality drawings, exhibits, renderings, and professional oral presentations as needed for review and approval by the City of Oxnard.

The project includes a bicycle pump track, skate park, playground, basketball courts, pelota mixteca court, performing arts amphitheater/pavilion, multi-use field/meadow, community garden, public art, walking trails, stormwater improvements, lighting and landscaping throughout the park, and the renovation of the existing parking lot. A creek will be part of the stormwater component for the site. All plans are to comply with the Americans with Disabilities Act (ADA).

Our scope of work and cost proposal includes the delivery of the following items:

- Geotechnical Report.
- Topographic Survey.
- Arborist Report.
- CEQA Compliance Review.
- Community Outreach and Facilitation Plan.
- Three (3) Conceptual Design Alternatives.
- 70% and 100% Schematic Design Packages.
- 50% and 100% Design Development Packages.
- 90% and 100% Construction Document Packages.

TASK 1: PROJECT MANAGEMENT

The goal of this task is to provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to coordination and management of all consultant's subconsultants, perform Quality Assurance/Quality Control (QA/QC) measures, and conduct project coordination meetings with City staff and community stakeholders. Specific tasks include:

1.01: Kickoff Meeting with City's Project Team

The purpose of this meeting will be to introduce the team members, confirm the scope of work and schedule, submit information requests, and establish clear lines of communication between the City of Oxnard and Consultant.

1.02: General Project Management

MIG will manage the design process to maintain the schedule and budget, maintain continuous liaison with the City, and provide continuing consultation and advice related to the project.

1.03: Regular Meetings with City of Oxnard

To ensure efficient and effective management of the project, The MIG Team will participate in project team meetings at critical milestones and in regularly scheduled coordination conference calls with the City's project manager. It is expected that coordination calls will be scheduled every other week. MIG will prepare and email conference call agendas ahead of the call. On weeks without a standing coordination conference call, MIG will provide a short status update via email indicating task progress, any anticipated changes to the schedule, and all action items for the MIG Team and/ or City.

1.04: Monthly Billing Invoice & Status Reports

MIG will provide monthly Invoices accompanied by billing backup information as required by the City, and status reports. Status reports shall include accomplishments for the billing period, any schedule updates, anticipated progress for the next billing period and identify any pending project which may need resolution.

1.05: Coordination and Management of Subconsultants

MIG's Principal-In-Charge and the Project Manager shall monitor, manage and coordination with each one of MIG's subconsultants included as part of the MIG Team. Our approach to successful coordination and management includes establishing effective channels of communication; identifying clear roles, responsibilities and authorities; complete understanding of deliverable requirements; establishment of QA/QC procedures; establishment of invoicing procedures and formatting.

1.06: Quality Assurance/Quality Control Measures

The MIG Team will utilize our existing internal controls and any guidelines as set by the City to provide the technical resources necessary to ensure that deliverables are complete and that they meet City requirements.

Reviews will be conducted by experienced staff not directly involved with the design or preparation of the deliverables. The reviews will be documented using a review form indicating the reviewer name, date of review, and the resolution of any comments. This task includes providing quality control reviews for the Design Development, 90% and 100% construction documents (plans, technical specifications, and opinion of probable costs).

TASK 2: PRELIMINARY INVESTIGATION

The goal of this phase is to review and assess existing data and reports relative to the project and conduct all necessary investigations and analyses required to identify and mitigate project issues that could impact or be impacted by the project including, but not limited to the City's Parks and Recreation Master Plan; the Oxnard Housing Department documents and correspondence; regulatory/code and permitting requirements; Ventura County Department of Airports documents and correspondence; CEQA compliance, geotechnical investigation, including soil analysis as needed; mapping and utility investigation. Specific tasks include:

2.01: Data Gathering

Assemble and review existing plans and other information for the project site including field visits as required to fully investigate and inventory existing conditions to identify opportunities, constraints, and verify the presence of existing utilities, points of connection, orientations, sun and shade conditions, grading, existing plant material, soil conditions, etc.

2.02: Geotechnical Report

Conduct a geotechnical engineering investigation to inform the possible location of LID elements, as well as optimal locations for additional site structures. Deliverable will be in PDF format.

2.03: Topographic Survey

A topographic survey for the site will be prepared in AutoCAD format and serve as the Project base map. The MIG will research County and City record data for centerline, survey control, existing geodetic control, and design network plans. We will establish the horizontal and vertical survey control based on the City's Global Positioning System (GPS) network. Existing monuments will be used to establish the centerline of street alignments. Centerline monuments and ties will be displayed in the topographic survey. Topography will be georeferenced using the North American Datum from 1983 (NAD83), California Zone V for horizontal control and North American Vertical Datum from 1988 (NAVD 88) for vertical control. The survey data will include:

- Contours at one-foot intervals
- Spot elevations on hardscape features
- Existing building and structure footprints
- Sidewalks and trails, driveways, and handicap ramps
- Pavement areas, including roadway surfaces
- Trees and major specimen plants, with trunk diameters greater than 6 inches
- Above ground utilities including valves, pull-boxes, meters, and vaults, misc. manholes
- All major surface features that define the shape of the terrain, such as tops and toes of slopes, grade breaks and natural ground

2.04: Arborist Report

Prepare an arboricultural evaluation of all on-site trees regardless of size. A photo-documented report will be provided that includes a tree inventory with tree number, trunk diameter, current canopy spread, health and structural condition, photographic of each tree, suitability for preservation, and suitability for relocation. A tree location plan will accompany the report and be included in the contract documents.

2.05: CEQA Compliance Review

MIG will review the development application, project plans, any applicant-provided technical reports prepared for the Project, and any other documents relevant to the environmental analysis. This review will allow MIG to determine the adequacy of the documentation prepared to comply with CEQA. MIG will identify baseline environmental conditions that will be affected by the Project through evaluation of the project location, environmental setting, and project characteristics.

2.06: Mapping and Utility Investigation

MIG will review existing data available for the project include site conditions, and request and utilities in the area from utility agencies. MIG will perform a utility search for all affected utilities in the project area including, but not limited to, water, electric, gas, sewer, communication, and storm drain. MIG will develop a technical memorandum identifying each utility, as-built drawing numbers, contact information for each utility, and their existing and proposed structures in the project area. MIG will add the utilities to a base map to be used in evaluating schematic designs.

TASK 3: COMMUNITY ENGAGEMENT

3.01: Stakeholder Meetings

The MIG team will facilitate a set of meetings to introduce stakeholders to the design process and elicit input into the Community Outreach and Facilitation Plan. Stakeholders will include those involved in the first phase of input into the grant application and others who can become partners in implementing the strategies included in the Community Outreach and Facilitation Plan. At minimum this should include City Corps, Oxnard PAL, Oxnard Rec.

3.02: Develop Community Outreach and Facilitation Plan

MIG will develop a responsive and adaptive plan that will prepare the process of Public Engagement. It will include specific activities and a proposed sequence of events that corresponds to the design development benchmarks. (See response to question 2 for more details)

3.03: Initiate Multimedia Campaign

MIG will develop a multi-platform, multi-point, bilingual campaign that will include both digital and paper components. These will correspond to the development of the design components and will function to both build awareness about the Campus Park design and development process, but also to gain input and feedback about emerging concepts (see response to question 3 for further details).

3.04: Youth/Corps Training

MIG will design and implement a training to educate Oxnard youth about planning and design, generate excitement about amenities and features of the new Campus Park, and encourage participants to share their unique perspective on what they think will make Campus Park a great community asset.

The training will include an interactive presentation that introduces students to planning and design concepts, emphasizes the importance of community involvement, and incorporates facilitation techniques to equip youth with the skills to conduct community engagement activities with their peers.

A toolkit with relevant design and facilitation materials will be developed and provided to youth. The kits will be designed for trained youth for in person events and digital platforms.

The training will be conducted in a digital platform and adapted for in person engagement responding to social distance guidelines. MIG will work with the city management team to conduct outreach to groups to recruit youth for the training. An initial toolkit will be designed for the first round of community workshops and revised for the second and third phases. Toolkit contents will be highly visual, accessible, and relevant to youth.

3.05 Community Workshops - Round 1

3.06 Community Workshops - Round 2

3.07 Community Workshops - Round 3

The MIG Team will design and implement three rounds of community workshops series to engage with the Oxnard community and stakeholders in shaping the design of the new Campus Park. MIG utilizes a variety of methods and tools to elicit input from community members. MIG will utilize the input gathered during the grant application phase to curate highly visual materials to gather community ideas on specific elements of the design. Community members will participate in interactive exercises during a digital / web-based workshop.

This activity will be adapted for the Youth / Corps (Task 3.4) to facilitate after their training, being implemented as an on-site drop by workshop, and for conducting on social media platforms.

MIG will develop an outline describing the approach for delivering the outreach activities for each round of workshops. The outline will include location and venues for in person activities, digital and remote engagement, method and timing for advertising meetings, and team roles. For each activity MIG will create project information materials, design an input tool, and develop a summary of the results. The MIG team proposes convening community members and stakeholders over three phases of the design process: 1) Envisioning design elements; 2) Reviewing design alternatives; 3) Final design.

TASK 4: SCHEMATIC DESIGN

The goal of this phase is to generate a refined site design for the project using information gathered during the community engagement process. Multiple (three) conceptual design alternatives will be prepared and presented to the community. During a design workshop with the City's project team, a consolidated design approach will be prepared based on feedback from the community, stakeholders, and City staff.

The schematic design package will include planting palettes and layout for native and drought-tolerant landscaping; identification of irrigation needs, feasibility, and available resources; lighting design fixture selection and layout; identification of feasible locations for stormwater infiltration and LID features (i.e. bioswales and permeable pavement); art potential locations for community art. A preliminary estimate of probable costs will be prepared to validate the proposed schematic design is within the stated budget. Specific tasks include:

4.01: Kickoff Design Workshop with City's Project Team

The goal of this meeting will be to review information gathered during the first round of Community Workshops.

4.02: Prepare Three (3) Distinct Conceptual Design Alternatives

These alternative designs will be reviewed by the Community, Stakeholders, and City's project team. Concepts will be illustrated with plans, sections, elevations, image boards, precedent imagery, and photo-simulations as required to sufficiently communicate the design intent. Deliverable will be in digital format (PDF).

4.03: 70% Design Workshop

Workshop with City's Project Team for review and discussion of Conceptual Design Alternatives.

4.04: Prepare 70% Schematic Design Package

Design package based on approved Conceptual Design approach(es) and feedback from City's Project Team. Package will include development of landscape & hardscape features, (prefabricated) restroom, lighting, site furnishings, signage and graphics, grading and drainage, and LID features.

4.05: Present 70% Schematic Design Package to Parks, Recreation, Community Services Commission

The goal of this presentation will be to present the conceptual design and information gathered during the Community Workshops and solicit feedback from the Commission.

4.06: Prepare 100% Schematic Design Package

This package is based on revisions requested by the Commission and City's Project Team. A preliminary estimate of probable construction costs will be prepared for this milestone.

TASK 5: DESIGN DEVELOPMENT

The goal of this task is to prepare a Design Development package (60% PS&E) based on the approved Schematic Design package – ensuring that all elements described in Exhibit A of the Grant Agreement are prioritized. The Consultant shall refine the design and identify all key construction systems, materials, and critical coordination issues. The Consultant will refine the Schematic Design and identify all key construction systems, materials, and critical coordination issues while initiating the PS&E process. Consultant will initiate coordination of the landscape design with the subconsultant team, City's Project Team, and specialty subcontractors.

Drawings to be prepared in AutoCAD and PDF formats for review with City's Project Manager. Samples of proposed materials (planting, paving, furniture, etc.) will be provided for review with the City's Project Manager. Specific tasks include:

5.01: Coordinate CEQA Compliance Documentation

MIG will work closely with City staff to coordinate CEQA compliance and documentation. MIG will review the Categorical Exemption, coordinate public noticing, and provide assistance at the public hearing(s).

5.02: Prepare 50% Design Development Package

This is an interim submittal for internal review with the City of Oxnard. Package will include draft plans and outline specifications – as well as perspective sketches and renderings as required to convey the landscape character of the project.

5.03: Attend Progress Submittal Review Meeting

This meeting will be with the City of Oxnard to review the interim 50% Design Development package.

5.04: Prepare 100% Design Development Package (70% PS&E)

Based on feedback from the City of Oxnard review meeting, Consultant to revise Design Development package and submit for City review.

TASK 6: FINAL PS&E

The goal of this task is to prepare final construction documents (plans, specifications, and estimate) suitable to bidding and construction. Specific tasks include:

6.01: Prepare 90% Construction Documents Package

Based on feedback from Design Development package, Consultant will make necessary revisions to PS&E and submit to City of Oxnard for plan check. The 90% CD package will also be submitted to the California Natural Resources Agency for their review of project conformance to grant requirements.

6.02: Prepare 100% Construction Documents Package

Consultant to address comments from plan check and California Natural Resources Agency and prepare final plans, specifications, and estimate, and submit to City of Oxnard. It is anticipated that this package will be suitable for bidding and construction.

TASK 7: CONSTRUCTION PHASE SUPPORT

The goal of this task is to provide design support during construction phases. Consultant will respond to requests for information (RFI) from the contractor, and review submittals for those parts of the project in the above scope of services. Consultant will provide design services during construction in support of the City's Construction Project Manager. Consultant will visit the site to familiarize generally with the progress and quality of construction and determine in general if the construction is proceeding in accordance with project design intent and construction documents. Consultant will keep the City informed of the progress of construction and may recommend to the City the rejection of work failing to conform to the contract documents. Specific tasks include:

7.01: Attend Pre-Construction Meeting

Meeting with Contractor and City's Construction Project Manager to review construction schedule, proposed submittal log, and methods of communication.

7.02: Attend Bi-Weekly Construction Meetings

Meetings to review progress, assist the Contractor and City's Construction Project Manager in interpretation of the design, and to observe the Contractor's conformance to the plans and specifications

7.03: Perform In-House Field Coordination

Coordination including preparing responses to Contractor Requests for Information (RFIs), submittal and shop drawing review, and preparation of drawing addenda.

7.04: Perform Nursery Visits

These visits will take place in Southern California region to review 24" box trees and larger, observing conformance to Specifications.

7.05: Attend Pre-Punch Job Walk

This walk will identify items that require Contractor resolution; includes preparation of punch list in collaboration with City's Construction Project Manager.

7.06: Attend Punch List Job Walk

Job walk to review resolution of items that require Contractor resolution.

7.07: Prepare Record Drawings

These drawings based on Contractor as-built markups, and deliver to City of Oxnard.

Experience with Community-led Projects

In all our projects, we depend on community and stakeholder involvement, embracing the participation of all ages in the design process. We pay close attention to the local surroundings and take a place-based approach, which ensures that the design/activation for Campus Park will be grounded in the physical, social and cultural context of its community.

The project matrix below and the following pages, provide a snapshot of our experience completing community-led park design for medium to large-size jurisdictions from vision through implementation and addresses our capabilities in providing community engagement and design services for public parks and innovative open spaces.

	Landscape Design	Construction Documents and Administration	Park Planning and Design	Streetscape and Public Realm	Sports/Athletic Fields/Courts	Entry and Parking Areas	Event and Performance Areas	ADA Compliance	Sustainable/Low-Impact Development	Native Planting	Interpretive Signage	Children's Play Environment	Splash Pad	Lighting	Picnic Areas and Benches	Community Outreach
Indio Community Parks - Dominguez, Cahuilla, Yucca, Dr. Carreon	●	●	●	●	●	●	●	●	●				●	●	●	●
Johnny Carson Park Revitalization, Burbank	●	●	●	●	●	●	●	●	●	●	●	●		●	●	●
Lake Forest Serrano Creek and Pittsford Parks, Lake Forest	●	●	●	●		●		●						●	●	●
Lambert Park Renovation, El Monte	●	●	●		●			●	●					●	●	●
La Quinta Community Park, La Quinta	●	●	●		●		●	●						●	●	●
Liberty Park Renovation, Cerritos	●	●	●		●	●	●	●	●				●	●	●	●
Earvin "Magic" Johnson Park, Willowbrook, CA	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Mesa Marin Sports Complex, Bakersfield	●	●	●		●		●	●	●					●	●	●
Monte Verde Park, Lakewood	●	●	●			●	●	●	●	●	●			●	●	●
Paramount Dills Park Renovation, Paramount	●	●	●	●	●	●	●	●	●	●	●	●		●	●	●
Ponderosa Park, Anaheim	●	●	●					●	●				●	●	●	●
Alpine Rec Center Expansion, Los Angeles, CA	●	●	●	●	●	●	●	●	●		●	●		●	●	●
Santee Towncenter Community Park, Santee	●	●	●	●	●	●	●	●	●					●	●	●
Tustin Legacy Park, Tustin	●	●	●	●	●	●	●	●	●					●	●	●
Ventura Community Park, Ventura	●	●	●	●	●	●	●	●		●		●	●	●	●	●
Westlake Village Canyon Oaks Park, Westlake Village	●	●	●	●		●		●	●	●				●	●	●
Westlake Village Dog Park, Westlake Village	●	●	●					●	●	●				●	●	●
Westminster 25 Parks Renovations, Westminster	●	●	●	●	●	●	●	●	●			●		●	●	●
Yanaguana Garden at Hemisfair Park, San Antonio, TX	●	●	●	●		●	●	●	●			●	●	●	●	●
Monrovia Station Square Transit Village, Monrovia, CA	●	●	●	●		●	●	●	●	●	●	●		●	●	●

Johnny Carson Park Revitalization

BURBANK, CALIFORNIA

MIG led this $3.7 million project to transform a drainage channel into the centerpiece of Johnny Carson Park—one of Burbank's largest and most utilized neighborhood parks. Our team was challenged with the task of upgrading the park's infrastructure while meeting the City's sustainability goals. The work focused on the restoration of Little Tujunga Wash, which traverses the 10-acre park and flows into the Los Angeles River.

MIG conducted a highly interactive community design process with City staff, community leaders, local residents, and businesses to define the needs and to solicit feedback on the design options. Based upon this input, MIG developed an innovative, sustainable design that provides multiple benefits of improved energy and water efficiency, public access, and water quality. The Little Tujunga Wash is now a recreation destination with an enhanced habitat; improved pedestrian access with bridges and new walking paths lined with parcourse equipment; a California native plant palette; and reclaimed water irrigation.

MIG provided full landscape architecture services for planting, hardscape. and irrigation for the entire park renovation, which also included new LED lighting, an acoustic concert stage, an expanded children's play area, and picnic areas.

Johnny Carson Park reopened in July 2016 and has been recognized for its excellence in quality-of-life design by the American Society of Landscape Architects and the American Public Works Association.

Compton Creek Natural Park

COMPTON, CALIFORNIA

Compton Creek Natural Park is the result of a collaborative effort between the Mountain Recreation Conservation Authority (MRCA) and Compton Unified School District (CUSD) to develop the five-acre property behind Washington Elementary School adjacent to Compton Creek. The goal was to develop a natural park integrated with an outdoor learning environment to serve both the school and the surrounding community of Compton. Providing both schematic design and construction documents, MIG worked with the MRCA and CUSD to develop the educational concepts behind the site design, conducting multiple work sessions with Washington Elementary School teachers.

The park is designed to create a multisensory experience that layers history, natural science, and art into each area, as well as creates a safe place for student exploration adjacent to spacious green community areas for recreation, relaxation and socializing.

The plan was constructed in two phases: phase 1 includes a multi-use trail along Compton Creek with interpretive signs, a community plaza and picnic area, as well as a small amphitheater, exercise stations and a multi-use lawn; phase 2 comprises the outdoor learning area, including features such as a native stone climbing wall, play stream, local Native American history themed sand play and an historic California-themed children's garden.

The site design emphasizes restoring the natural stormwater system using surface bioswales and pervious paving, while also collecting storm water in an underground cistern for irrigation use. The planting emphasizes restorative native species.

Alpine Recreation Center Expansion

LOS ANGELES, CALIFORNIA

From vacant and blighted to vibrant and bustling—this is the vision that MIG turned into reality at the Alpine Recreation Center in Los Angeles' Chinatown. This $5.9 million project expands the Center with a new neighborhood park and open space that is designed to promote community health and wellness.

The site's topography presented the greatest challenge as it changes in elevation by 100 feet from one end to the other. MIG turned this liability into an asset and a source of inspiration for the park's design—create a series of terraces that support activities associated with the mind, body, and spirit. Like the branch library located next door, Lotus Plaza stimulates the mind and encourages socialization as a place for performances and community gatherings.

The Bamboo Garden encourages exercise of the body with a children's play area, rock climbing wall, and fitness equipment. Finally, the spirit is rejuvenated in the Heavenly Garden which features expansive views of the surrounding neighborhood and mountains.

The terraced sections are connected by sloped walkways, ramps, and stairs to provide access for all ages and abilities. A continuous stairway along the street side of the park represents the literal and metaphorical 10,000 journeys one can experience in pursuing health and well-being—it begins with one step.

Yanaguana Garden at Hemisfair Park

SAN ANTONIO, TEXAS

MIG led the visioning, programming, and design for key public spaces at Hemisfair Park. This 104-acre redevelopment area in central San Antonio, has become one of the great attractions of the city, a well-loved and authentic destination that enhances livability of San Antonio residents of all ages. MIG led the team that prepared the programming document to guide the overall design concept for Hemisfair Park, then took the first projects from design through construction. Yanaguana Garden is the implementation of just one of those areas.

Since 2010, San Antonio had imagined an active, exciting 24/7 outdoor play and recreation experience for both kids and adults. On opening day the local newspaper called the park a "love letter to the City." From young children thrilled at climbing the Boomerang, to adults of all ages playing ping pong and enjoying the live entertainment and many food options from local vendors, visitors describe Yanaguana as colorful and fun.

The wide variety of options that were thoughtfully considered and executed, make this the City's "backyard," a place for all to gather and enjoy regardless of age, ability or economics.

Key design elements of the park include a winding promenade with vine covered Pergola and surface pattern that flows through the site to connect to San Antonio's famed river; native limestone seatwalls; a cascading water play spray area with terraced limestone ledges and seatwalls, custom mosaic glass patterns; a central square with colorful checkered patterns that can be game boards or a colorful dance floor for special events; a custom restroom building with a one-of-a-kind mural; an outdoor theater and seating area, active play areas, shaded rocky sandscape and a mosaic play sculpture titled PanterAzul based on the legendary blue panther and a well spring and winding river mosaic seatwall. Around the entire area are restaurants, an ice cream parlor, a future beer garden and an intimate music venue with streets that merge into the park and extend to other parts of Hemisfair.

Earvin "Magic" Johnson Park Phase 1

WILLOWBROOK, CALIFORNIA

MIG is elevating Earvin "Magic" Johnson Park into a high-performance model of 21st century sustainable design. AHBE|MIG developed a conceptual master plan for the 120-acre park that combines new recreation amenities with green infrastructure. Approved by the Los Angeles County Board of Supervisors in 2016, As the Prime Consultant, MIG is leading the design and implementation of the first phase of the master plan, which includes a new community event center; a lakeside community loop trail with picnic areas, fitness equipment and scenic viewpoints; a destination children's play area and outdoor classroom; and native landscaping. In our design, the park is also landscape infrastructure—functioning as a natural filtration and irrigation system that benefits both human and natural ecologies. In this first phase, stormwater runoff is directed to a biofiltration area in the form of mitigated wetland surrounding one of the park's two lakes.

The filtered water fills the lake and is recirculated to irrigate the park. In addition, the wetland creates a habitat for birds, insects and other urban wildlife. In future phases, the same water treatment strategy can be applied to the second lake to provide clean water to other communities.

Construction on this first phase of Earvin "Magic" Johnson Park began in 2018 and is expected to be open to the community in September 2020.

Hal Brown Park at Creekside

KENMORE, CALIFORNIA

Hal Brown Park at Creekside and Corte Madera Creek Multi-use Pathway are beloved community amenities. Constructed in the mid 1970s, Creekside Park is a favorite community recreation space, provides habitat for sensitive native animal species, and helps mitigate flooding along the Corte Madera Creek. MIG and The County of Marin conducted a variety of public outreach events to determine the community's renovation priorities for the site. These events provided an opporunity for hands on participation in the planning and design effort.

Today, the park consists of 26 acres of informal play and relaxation areas. In addition to new picnic areas, a petanque area, and a health and wellness grove that includes plants with healing and medicinal purposes, the park includes an amphitheatre for outdoor education and community theatrical presentations.

The heart of the park, created through MIG's thoughtful approach to storytelling and placemaking, is the children's play area, which engages children of all ages and echoes the importance of the neighboring marshlands, telling the story of its wild residents. The highlight of the space is kid-sized nests to help children understand the environment of the local ducks along with sand and water features that reflect a placemaking approach to design and are representative of the nearby creek. The play also includes a 17-foot climbing net, an eight-foot climbing net, and a turbo slide with a mini-overlook of Mt. Tamalpais.

Experience with Federally Funded Projects

MIG has recent experience delivering state and federally funded park and open space projects - specifically with grant monies from the California Natural Resources Agency (CNRA).

For the Johnny Carson Park Revitalization Project in the City of Burbank, MIG was instrumental in securing additional project funding from the CNRA via a California River Parkway Program Grant (Prop 84). These state-funded park improvements included the restoration of an existing 885-foot long stormwater channel into a naturalized creek environment with eight-acres of restored habitat. Additionally, the grant funded a one-half mile long ADA accessible creekside pedestrian loop trail.

At the Monrovia Station Square Transit Village project in Monrovia, California, MIG implemented a grant funded community plaza and park design adjacent to a new light-rail station on the Metro Gold Line. This community-driven project - the largest public works project in the City's history - was partially funded by an Urban Greening grant from the CNRA. These grant funds were used throughout the 2.95 acre project to construct a community park, children's play area, event lawn, community promenade, and bio-trail with restored native habitat. Additional sustainable design elements critical to the grant's implementation included permeable paving, bioswales, LED lighting, suspended pavement systems, and infiltration planters for managing stormwater on-site. Additional grant funds came from Measure R funds, Proposition C monies, Federal 5309 fund, and from the Foothill Gold Line Construction Authority itself.

Slated to open in Fall 2020, the Alpine Recreation Center Expansion Project (aka Ord & Yale Park) in the heart of Los Angeles' Chinatown neighborhood, is a 0.58 acre park funded by a grant from the Statewide Park Development and Community Revitalization Program (Prop 84) from the CNRA. MIG was responsible for implementing a park project based on a concept design developed by the City of Los Angeles for the purposes of the grant application. Grant funds are used for land acquisition and development of the park itself - including a new children's play area, fitness deck for seniors, a community plaza and performing arts spaces, viewing terrace, games tables, and sustainable design features.

List of Projects within the Last 3 Years

Name	Location (City)	Service(s)	Fee	Client Name	Contact Name	Contact Phone	Act Completion
T+C Park Landscape Architectural Service	San Diego	Landscape Architecture	$311,182	Hotel Circle, LLC		855-436-7575	9/18/2019
Irvine Hicks Park	Irvine	Landscape Architecture	$75,000	City of Irvine	Platt, Debby	949-724-6685	12/9/2019
Civic SD 14 St. Promenade-G St to Mkt St	San Diego	Landscape Architecture/Urban Design	$186,957	Civic San Diego			6/15/2020
Tustin-Veterans Sports Park	Tustin	Landscape Architecture	$910,455	City of Tustin	Wilson, David	714-573-3329	8/15/2018
Oak Grove Disc Golf Course	Pasadena	Landscape Architecture	$30,210	Pasadena DPW	Laveaga, Rosa	(626) 744-4321	8/15/2018
Grand Terrace Three Parks	Grand Terrace	Landscape Architecture	$133,703	City of Grand Terrace	Duffey, Harold	909-824-6621	8/15/2018
Cerritos Pk East Ballfield Renovation	Cerritos	Landscape Architecture	$51,250	CITY OF CERRITOS	Scott, Rebecca	562-916-1227	5/2/2018
Veterans Freedom Park	Grand Terrace	Landscape Architecture	$12,935	City of Grand Terrace	Duffey, Harold	909-824-6621	7/18/2018
Yorba Linda Landscape Inspector Services	Yorba Linda	Landscape Architecture	$439,543	City of Yorba Linda	Garcia, Monse	714-961-7175	6/6/2019
El Monte Lambert Park	El Monte	Landscape Architecture	$569,137	City of El Monte	Palermo, Alan	310-717-3244	8/7/2019
I-710 Livability Initiative-Outreach	Los Angeles	Community Engagement	$149,977	Fehr & Peers	Nunez, Miguel	213-261-3050	6/4/2019
Mayor's McAlinden Park	Reno	Landscape Architecture	$75,038	CITY OF RENO, NEVADA	Mann, Jeff	775-334-2270	10/3/2019
Carlsbad Ped.Oriented Lighting	Carlsbad	Landscape Architecture	$59,040	Stantec Consulting Services, Inc.	Dragman, Chris	(858) 622-2757	8/6/2019
Westminster Rancho Road Design/CD's	Westminster	Landscape Architecture	$86,420	City of Westminster	Ngo, Jake	(714) 548-3459	11/4/2019
Downey Apollo Park	Downey	Landscape Architecture/CEQA	$277,868	City of Downey	Eden, Walt	(949) 874-9170	12/17/2019
Downey Golden Park	Downey	Landscape Architecture/CEQA	$256,574	City of Downey	Eden, Walt	(949) 874-9170	3/4/2020
Downey Dennis the Menace PK	Downey	Landscape Architecture/CEQA	$206,414	City of Downey	Eden, Walt	(949) 874-9170	3/4/2020
Downey Rio San Gabriel Park	Downey	Landscape Architecture/CEQA	$207,875	City of Downey	Eden, Walt	(949) 874-9170	5/31/2019
Rialto ADA Compliance Review	Rialto	ADA Compliance	$6,975	Griffin Structures	Hughes, Jon	949-497-9000	6/5/2020
San Diego River Discovery Cntr CD's	San Diego	Landscape Architecture	$7,500	Roesling Nakamura Terada	Espana, Rick	(619) 233-1023	4/27/2020
Grijalva Park Updated Master Plan	Orange	Master Planning	$25,240	CITY OF ORANGE	Hagan, Bonnie	714-744-7274	5/3/2019
Manchester Beautiful Streetscape Plan	Los Angeles	Landscape/ Urban Design/Outreach	$378,758	City of Los Angeles	Ortiz, Maria	213-978-1291	3/13/2020
Broadway Beautiful Streetscape	Los Angeles	Landscape/ Urban Design/Outreach	$124,565	City of Los Angeles	Ortiz, Maria	213-978-1291	7/1/2020
Manchester Beautiful Streetscape PH 2	Los Angeles	Landscape/ Urban Design/Outreach	$184,003	City of Los Angeles	Ortiz, Maria	213-978-1291	2/12/2020
UC Davis Arboretum Waterway Phases 3 & 4	Davis	Landscape Design/Outreach	$9,280	Cartwright Nor Cal	Christiansen, JD	(916) 978-4001	3/8/2019
SANBAG I-10/I-15 Outreach Period 2	San Diego	Community Engagement	$49,965	Westbound Communications			3/4/2019
LA Communications Strategy for GP	Los Angeles	Communications/Outreach	$62,030	City of Los Angeles	Kerner, Uwe	213-978-1253	6/4/2020
Santa Monica Downtown Specific Plan	Santa Monica	Equitable Community Engagement	$125,405	Torti Gallas	Payton, Neal	(213) 607-0053	10/20/2017
Malibu Homeless Study	Malibu	Equitable Community Engagement	$54,970	City of Malibu	Duenas, Susan	310-456-2489	8/14/2018
Hollywood Burbank Airport Charette	Burbank	Engagement/Outreach/Urban Planning	$325,490	Burbank-Glendale Airport	DeHoyos, Alisa	(818) 565-1359	1/29/2020
Citrus College MP	Citrus	Master Planning	$171,960	Westberg White, Inc.	Miranda, Albert	(714) 508-1780	4/4/2020
Silicon Valley Club	Silicon Valley	Landscape Design	$137,928	Silicon Valley Club, LLC	Shah, Devang	(408) 202-9424	1/22/2018
Three Creeks Trail	San Jose	Landscape Architecture	$500,000	San Jose DPW	Wu, Jane	408 535-3539	2/6/2019
San Jose Children's Discovery Museum Con	San Jose	Landscape Architecture	$143,887	Children's Discovery Museum	Jennings, Marilee	408-298-5437	10/22/2018
Genentech Childcare Center	South San Francisco	Landscape Architecture	$258,179	Perkins + Will	Rege, Sarah	(415) 546-2928	10/9/2018
City of Arcata Ballfield	Arcata	Landscape Architecture	$41,088	CITY OF ARCATA	Neander, Julie	822-7091	8/23/2018
Sea Crest School	Sea Crest	Landscape Architecture	$28,600	Sea Crest School	Geller, Andrew	(510) 712-9892	11/2/2017
Trust for Public Land Master Svcs Agrmnt	Nationwide	Landscape Architecture	Varies	The Trust for Public Land	Youngerman, Annie		2/7/2020
TPL - Oakland Verdese-Carter	Oakland	Landscape Architecture	$29,855	The Trust for Public Land	Youngerman, Annie		8/30/2020
San Jose MASTER Agreement	San Jose	Landscape Architecture	Varies	San Jose	Varies		7/9/2018
Alexandria Park - Lot 1, 2, 3	Los Angeles	Landscape Architecture	$73,470	NMS8731 Belford, LLC			11/4/2019
437 South Hill Street Apartments-Phase 1	Los Angeles	Landscape Architecture	$167,093	Ankrom Moisan Architects			6/2/2020
Westmont Vista	Los Angeles	Landscape Architecture	$41,990	Abode Communities	Regus, Lara		7/8/2019
LAVC-VACC	Los Angeles	Landscape Architecture	$75,308	QDG Architecture	Pukprayura, Gig	(213) 625-1995	3/1/2019
The Weddington	Los Angeles	Landscape Architecture	$249,154	PRII NoHo Artwalk	Chapman, Justin		6/2/2020
1919 Pacific Highway	Los Angeles	Landscape Architecture	$123,588	Wood Partners	Putnam, Will	(949) 260-9960	4/9/2019
Mission Canyon Trailhead Sepulveda Entry	Los Angeles	Landscape Architecture	$4,120	MRCA	Meyer, Cara	323-221-9944	4/23/2020
El Camino College New Admin Building	Los Angeles	Landscape Architecture	$33,150	tBP Architecture	Cheng, Hung	949-673-0300	6/2/2020
Lake Forest Civic Center	Lake Forest	Landscape Architecture	$164,725	Carrier Johnson	Zubiate, Linda	(619) 239-2353	5/28/2020
Stewart St & Pennsylvania Ave Improve	Los Angeles	Landscape Architecture	$16,982	KOA Corporation	Bise, Stephen	619-683-2933	4/9/2020
Bright Star County High School	Moraga	Landscape Architecture	$115,100	Berliner Architects	Berliner, Richard	310.838.2100	7/11/2019
citizenM Downtown LA	Los Angeles	Landscape Architecture	$48,000	Gensler	Creal, Case	(206) 654-2100	6/19/2019
Calvary Christian School	Concord	Landscape Architecture	$8,000	Berliner Architects	Berliner, Richard	(310) 838-2100	7/13/2020
KIPP LA Charter School - Ignite Academy	Los Angeles	Landscape Architecture	$33,000	Berliner Architects	Berliner, Richard	(310) 838-2100	7/13/2020
La Quinta Highway 111 Corridor Area	La Quinta	Landscape Architecture	$17,400	Rangwala Associates	Rangwala, Kaizer		7/11/2019
USC Village Phase 1b	Los Angeles	Landscape Architecture	$163,800	Harley Ellis Devereaux	Cestrate, Thomas	(213) 542-4500	4/9/2020
Olive View - UCLA Medical Center (OVMC)	Los Angeles	Landscape Architecture	$26,957	Perkins Eastman	Yoshimoto, Toshio	(310) 754-1553	4/8/2020

AGREEMENT A-8248 WITH MIG, INC. FOR LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES

Presentation to Public Works and Transportation Committee

Tatiana Arnaout, PE, City Engineer

November 24, 2020

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

2

That the Public Works and Transportation Committee recommend that the City Council award and authorize the Mayor to execute Agreement A-8248 with MIG Inc., in an amount of $1,099,938.75 for Landscape Architecture and Engineering Design Services for the Campus Park Activation Project PW 20-95 (Project No. 215701).

BACKGROUND

Campus Park Activation Project

- February 20, 2020, the City was awarded a grant in the amount of $8,500,000 from the Statewide Park Development and Community Revitalization Program (SPP)

- The grant-dictated scope includes the design and construction of:
  - a bicycle pump track
  - skate park
  - playground
  - basketball courts
  - pelota mixteca court
  - performing arts amphitheater/ pavilion
  - multi-use field/meadow
  - community garden
  - public art
  - walking trails
  - stormwater improvements
  - lighting and landscaping throughout the park
  - renovation of existing parking lot.

CAMPUS PARK CONCEPTUAL MAP

DISCUSSION

Campus Park Activation:

- The notice inviting request for proposals (RFP) from qualified consultants for Landscape Architecture and Engineering Design Services for the project was published on June 19, 2020, and all proposals were due on July 22, 2020.
- 13 proposals were received, evaluated, and scored
- Firms with top 3 scores were interviewed
- MIG Inc. (MIG) proved to be the most qualified firm

FINANCIAL IMPACT

- Total value of agreement with MIG is $1,099,938.75
- Grant funds are appropriated and available from the $8,500,000 Statewide Park Development and Community Revitalization Program (SPP) (Project No. 215701)

QUESTIONS?

CITY OF OXNARD CALIFORNIA