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
December 8, 2020
Regular Meeting - 11:00 AM to 12:15 PM

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

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

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

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the November 24, 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: Agreement for Landscape Maintenance Service for Various Landscape Maintenance Districts. (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-8245 and negotiated contract authorization with Garcia's Landscaping Maintenance Inc. (Garcia's) in the amount of $2,566,062 for a three-year term ending on December 31, 2023 for landscape maintenance services within various Landscape Maintenance Districts;
2. Approve and authorize an additional contract allocation in the amount of $256,606 to be used for any needed increased level of service in a Landscape Maintenance District dependent on funding availability; and
3. Authorize the City Manager to approve a budget appropriation in the amount of $113,059 from available fund balance from various Landscape Maintenance Districts.

Contact: Brian Yanez, (805) 200-5412

2. Public Works Department

SUBJECT: Intelligent Transportation System (ITS) and Traffic Signal System Update. (10/10/10)

RECOMMENDATION: That the Public Works and Transportation Committee receive a report on the status and upcoming work for the City's Intelligent Transportation System (ITS) and Traffic Signal System.

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Agreement for Rental, Purchase, and Laundry Services for City Uniforms. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8263 with UniFirst Corporation in the amount not to exceed $670,000 for a three-year term ending January 31, 2024, for uniform rental, purchase and laundry services for various City departments.

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 24, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 11:01 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; Rosemarie Gaglione, Public Works Director; Paul Early, Assistant City Attorney; Steve Howlett, Assistant Public Works Director; Jeri Cooper, Special Districts Project Manager; Tatiana Arnaout, City Engineer; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The City Attorney introduced the new Assistant City Attorney, and the Public Works Director introduced the new Assistant Public Works Director.

Public comments were received from Lawrence Stein (Parks Master Plan, cleanup of Halaco Superfund site) and Joey Juhasz-Lukomski (pedestrian and bicyclist safety).

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the November 10, 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: Public Works Department Additional Full-time Equivalent Positions and Position Reclassifications.
   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.

The Public Works Director gave a report. Discussion ensued among the Committee and staff.

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

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

The Special Districts Project Manager gave a report. Discussion ensued among the Committee and staff.

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

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

(Due to Member MacDonald's potential real estate conflict of interest for this location, this item was not considered at this time. The City Manager announced it would be presented to the full City Council at a later date.)

DRAFT

E. ITEMS FOR FUTURE AGENDAS

Member MacDonald requested a future discussion on traffic safety.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 11:55 a.m.

MICHELLE ASCENCION, CMC City Clerk	BERT E. PERELLO Chair

DRAFT

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: December 8, 2020

TO: Public Works and Transportation Committee

FROM: Brian Yanez, Assistant Public Works Director, (805) 200-5412, brian.yanez@oxnard.org

SUBJECT: Agreement for Landscape Maintenance Service for Various Landscape Maintenance Districts. (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-8245 and negotiated contract authorization with Garcia's Landscaping Maintenance Inc. (Garcia's) in the amount of $2,566,062 for a three-year term ending on December 31, 2023 for landscape maintenance services within various Landscape Maintenance Districts;
2. Approve and authorize an additional contract allocation in the amount of $256,606 to be used for any needed increased level of service in a Landscape Maintenance District dependent on funding availability; and
3. Authorize the City Manager to approve a budget appropriation in the amount of $113,059 from available fund balance from various Landscape Maintenance Districts.

BACKGROUND

The Special Districts Division of Public Works manages 36 Landscape Maintenance Districts (LMDs) and one (1) Maintenance Assessment District (MAD) which require landscape maintenance throughout the City of Oxnard (City). These LMD/MADs (Districts) contain routine maintenance and improvements that add value and enhance the aesthetic qualities of the Districts. The City assesses all parcels within these Districts for the annual cost of landscape maintenance services. Service levels vary in the Districts based on available funding.

DISCUSSION

On September 15, 2020, the City released a request for bid (RFB) for landscape maintenance services for these Districts. The City received a total of one (1) responsive bid for these services from Garcia's. Services to be provided within this contract may include the following based on service level; mowing, weed abatement, minor tree maintenance, and irrigation inspection and minor repair. Additional details on services can be found in the attached Service Levels document. Garcia's currently provides landscape maintenance services for these Districts.

Due to the various levels of available funding, District service levels range from bi-monthly to quarterly. At any time, a District's service level can change based on the funding available. If a District sees a decrease in revenue, a service level may be decreased to ensure that staff adheres to the approved budget and levy amount. If a new

funding source is identified for a district, then service levels can be increased accordingly. Staff has requested an additional contract allocation to ensure the ability to increase services as additional funding becomes available.

Table 1

SERVICES	FY 2021 (6 mo.)	FY 2022	FY 2023	FY 2024 (6 mo.)	TOTAL
Landscape Maintenance	$360,636	$728,487	$743,055	$375,206	$2,207,384
Additional Services	$20,800	$42,016	$42,856	$21,640	$127,312
Replanting Projects	$75,600	$77,112	$78,654	$0	$231,366
TOTAL CONTRACT	**$457,036**	**$847,615**	**$864,565**	**$396,846**	**$2,566,062**
Additional Amount	TBD	TBD	TBD	TBD	$256,606

Per the agreement, the contractor will receive a 2% CPI (Consumer Price Index) increase for the second and third year of service.

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 shall not exceed $2,822,668 which includes an additional contract amount of $256,606. All costs associated with this agreement will be charged to each District. The spending plan for all Districts in the Fiscal Year 2020-21 budget is $457,036; however, some Districts will require a budget appropriation from their respective fund balance or funding from a reduction in services to support the additional costs due to the increase in maintenance costs. Respective funding will be requested in future fiscal years.

TABLE 2 - IMPACT AND BUDGET APPROPRIATION						
#	DISTRICT	FUND	FY2021 SPENDING PLAN (6 MO.)	FY 2021 AVAILABLE BUDGET BALANCE	FY 2021 APPROPRIATION AMOUNT	PRELIMINARY UNAUDITED AVAILABLE FUND BALANCE 6/30/20
1	LMD 3 – River Ridge	124	$19,770	$12,540	$7,230	$194,110

2	MAD 4 - Mandalay Beach/Colony	125	$7,400	$9,900	$0	$54,409
3	LMD 10 – Country Club	128	$2,475	$2,250	$225	$15,882
4	LMD 11 – St. Tropez	129	$1,600	$27.50	$1,573	$2,248
5	LMD 12 – Standard Pacific	131	$3,120	$2,970	$150	$21,387
6	LMD 13 – Le Village	134	$2,000	$660	$1,340	$16,874
7	LMD 14 - CA Cove	132	$4,000	$7,500	$0	$24,417
8	LMD 16 - CA Lighthouse	133	$2,000	$4,500	$0	$20,125
9	LMD 23 – Greystone	143	$1,485	$1,350	$135	$4,579
10	LMD 24 – Vineyards	144	$3,993	$3,630	$363	$21,159
11	LMD 25 – The Pointe	145	$5,280	$4,800	$480	$25,869
12	LMD 27 - Rose Island	147	$4,000	$6,000	$0	$21,021
13	LMD 28 – Harborside	148	$22,080	$18,480	$3,600	$257,075
14	LMD 30 – Haas Automation	151	$18,240	$10,460	$7,780	$257,075
15	LMD 31 - Rancho De La Rosa	152	$19,404	$18,480	$0	($14,054)
16	LMD 32 – Oak Park	153	$3,450	$3,300	$150	$125,917
17	LMD 33 – El Paseo/Rio Del Sol	154	$13,190	$9,495	$3,695	$62,678
18	LMD 34 – Sunrise Pt/Sunset Cove	156	$18,815	$15,180	$3,635	$104,145
19	LMD 36 – Villa Santa Cruz	157	$22,200	$18,480	$3,720	$279,605
20	LMD 37 – Pacific Breeze	158	$5,160	$4,950	$210	$177,348
21	LMD 38 – Aldea Del Mar	159	$17,250	$16,500	$750	$182,299
22	LMD 39 – El Sueno	160	$26,982	$24,209	$2,773	$252,937

	Promesa					
	LMD 39 – DR Horton	161	$9,798	$8,691	$1,107	$154,692
23	LMD 40 – Cantada	162	$18,780	$14,520	$4,260	$292,422
24	LMD 41 – Pacific Cove	163	$5,190	$4,950	$240	$47,834
25	LMD 42 – Cantabria/Coronado	164	$30,510	$25,740	$4,770	$788,512
26	LMD 43 – Greenbelt	165	$29,280	$21,020	$8,260	$249,161
27	LMD 46 – Daily Ranch	170-8003	$38,960	$26,300	$12,660	$292,656
28	LMD 47 - Sycamore Place	170-8004	$8,580	$8,580	$0	$151,626
29	LMD 49 - Cameron Ranch	170-8006	$2,600	$7,200	$0	($63,672)
30	LMD 50 – PV Senior Housing	170-8007	$9,900	$9,000	$900	$31,790
31	LMD 51 – Pfeiler	170-8008	$41,760	$10,720	$31,040	$545,610
32	LMD 52 – Wingfield	170-8009	$7,740	$3,960	$3,780	$323,068
33	LMD 53 – Huff Court	170-8010	$255	$212	$43	$11,715
34	LMD 54 – Meadowcrest	170-8012	$2,070	$1,800	$270	$54,351
35	LMD 55 – Wingfield West	170-8013	$10,500	$6,600	$3,900	$43,880
36	LMD 58 – Westwind	170-8016	$8,100	$7,920	$180	$180,238
37	LMD 60 – Artisan	170-8018	$9,120	$5,280	$3,840	$24,544
TOTALS			**$457,037**	**$358,155**	**$113,059**	**$5,235,532**

Prepared by: Jeri Cooper, Special Districts Project Manager

ATTACHMENTS

1. Garcia's A-8245 & Bid Response
2. Negotiated Contract Authorization
3. Budget Appropriation - A-8245
4. Service Levels
5. Special Districts Map and Legend
6. Garcia's LMD Presentation

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: January 13, 2021

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

(3) Services: Landscape Maintenance Services for Various Landscape Maintenance Districts (LMDs)

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

(5) Agreement Ending Date:

(6) Total Agreement Amount: $2,566,062

(7) City's Project Manager: Jeri Cooper, 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:	*FOR CITY:*
2102 Hughes Drive Oxnard, CA 93033 Attn: Tenley Garcia, Secretary	300 W. Third Street Oxnard, CA 93030 Attn: Jeri Cooper, Project Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
Tenley Garcia, Secretary	Jeri Cooper, Project Manager
Garciasbiz@gmail.com	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:

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

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.

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 Proposals.

6. Instructions to Bidders.
7. Proposal/ Bids.
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 Proposal. 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 upon the Project site at any time and for any reason or no reason at all.

5-2 PROTECTION.

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

5-3 REMOVAL.

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

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

5-4 RELOCATION.

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

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

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

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

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

Greenbook Section 6-1 is not incorporated.

6-1.1 Baseline Construction Schedule.

Greenbook Section 6-1.1 is not incorporated.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

6-2 PROSECUTION OF THE WORK.

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

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

1. Deduct from Contractor's next payment a citation amount in accordance with an Assessment District

Maintenance Citation Form that is the same or similar to the one on the next page.

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

3. Send the City's own forces or another contractor to complete the incomplete Work.

These options are available in addition to all other options in the Greenbook or as otherwise legally available."

CITY OF OXNARD CALIFORNIA

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:

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

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

6-9 LIQUIDATED DAMAGES.

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

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

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

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

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

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

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

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

7-1.1 General *[see Greenbook].*

7-1.2 Temporary Utility Services *[see Greenbook].*

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

7-2 LABOR.

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

7-2.1 General *[see Greenbook].*

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

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

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

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

7-2.1.2 Sleeping [additional to the Greenbook].

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

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

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

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

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

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

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

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

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

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

7-2.2.5 Apprentices [additional to the Greenbook].

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

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

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

7-2.3 Payroll Records.

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

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

shall forfeit one hundred dollars ($100) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR."

7-2.4 Hours of Labor.

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

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

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

A Contractor shall not be qualified to Propose on, be listed in a 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 Proposal 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 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-D, 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 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.

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 of 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 reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Proposal.

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 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 Cal/OSHA 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, business, and other areas directed by the Project Manager.

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

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

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

7-12 ADVERTISING [see Greenbook].

Contractor's vehicle shall clearly identify the company name. Other than on that vehicle or on

equipment, Contractor shall not advertise or allow advertising at the Work site.

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

7-14 ANTITRUST CLAIMS.

Greenbook Section 7-14 is not incorporated.

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

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

7-16 CONFIDENTIALITY [additional to the Greenbook].

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

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

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

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

7-16.3 Exemptions *[additional to the Greenbook]*.

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

7-16.4 Enforcement *[additional to the Greenbook]*.

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

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

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

7-16.6 Survival *[additional to the Greenbook]*.

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

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

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

Greenbook Sections 8-1 through 8.6 are not incorporated.

SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General *[see Greenbook]*.

9-1.2 Methods of Measurement.

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

9-1.3 Certified Weights *[see Greenbook]*.

9-2 LUMP SUM WORK [see Greenbook].

9-3 PAYMENT

9-3.1 General *[see Greenbook]*.

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

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

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

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

9-3.2.2 Payments [additional to the Greenbook].

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

9-3.3 Delivered Materials *[see Greenbook]*.

9-3.4 Mobilization.

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

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

9-4 AUDIT [additional to the Greenbook].

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

SECTION 10. ADDITIONAL TERMS *[additional to the Greenbook]*

10-1 LICENSES [additional to the Greenbook].

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

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

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

The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex,

gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10-10 TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

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

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

Except as the 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 the City any of the benefits or rights afforded employees of the City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

10-12 CONSTRUCTION [additional to the Greenbook].

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

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

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

10-14 WAIVER [additional to the Greenbook].

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

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

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

10-16 TERM [additional to the Greenbook].

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

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 Proposal and City Hall, or at such other address as one party may notify the other.

10-18 SURVIVAL [additional to the Greenbook].

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

10-19 SEVERABILITY [additional to the Greenbook].

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

SECTION 800. LANDSCAPING AND IRRIGATION

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

800-1.1 Topsoil *[see Greenbook].*

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

800-1.1.3 Class "B" Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class "C" Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

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

800-1.2.1 General *[see Greenbook].*

800-1.2.2 Manure *[see Greenbook].*

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

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

800-1.2.5 Mulch *[see Greenbook].*

800-1.3 Seed *[see Greenbook].*

800-1.4 Plants *[see Greenbook].*

800-1.4.1 General *[see Greenbook].*

800-1.4.2 Trees *[see Greenbook],*

800-1.4.3 Shrubs *[see Greenbook].*

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

800-1.4.5 Sod and Stolon (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].*

801-3HEADER INSTALLATION *[see Greenbook].*

801-4PLANTING *[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].*

801-5IRRIGATION 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. All in ground boxes will be string-trimmed in a manner that is esthetically pleasing and will minimize lip build-up. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all grass clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

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

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

1000-3 FERTILIZATION.

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

Fertilization of turf, planter beds or any other maintenance areas should address plant health, diseases and insect issues.

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

1000-4 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application of pesticides. For follow-up pesticide applications, the contractor is to provide a second service date upon completion of the initial application. The fading colorant solution "Market-It Blue", or equal, shall be used in conjunction with all pesticide applications. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards.

1000-5 IRRIGATION.

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

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

1000-5-1

The Contractor shall maintain and/or replace all irrigation systems and appurtenances. Replacement of irrigation labor costs to be included in this Proposal. Materials and supplies for the replacement of irrigation may be provided by contractor for an additional fee if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick coupler boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a sprinkler coverage test, on designated service days. As determined by the City, all routine maintenance labor shall be provided at the Contractor's expense. Additional repair and replacement items not considered routine maintenance will be a separate item subject to the City's Public Projects Proposal 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. Irrigation that is deemed to need replacement due to poor or aging infrastructure and not deemed as regular maintenance will be covered under the On-Call Irrigation contract.

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, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a pesticide approved by the Project Manager or his or her representative.

1000-7 TURF RENOVATION

The Contractor shall renovate all turf areas according to the Service Level listed in the Chart for that particular district. For example, in a district with Service Level A, Contractor shall renovate all bare turf areas within that district two times a year. Warm season turf is to be installed during the months of March and April. Cool season turf is to be installed during the months of March and April or September and October. Any application schedule must be pre-approved by the Project Manager or his or her representative.

1000-7-1

The seeding and mulching operation shall consist of a four step process; seedbed preparation, seeding, mulching, and applying the fertilizer. The last three steps shall be accomplished within 48 hours of starting the seeding operation.

1000-7-2

Seedbed Preparation. The areas to be seeded shall be reasonably smooth and shall conform to the original contours or new contours as shown on the plans before actual seedbed preparation begins. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat line and all loose material raked to the toe and removed.

1000-7-3

All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the Project Manager before application.

1000-7-4

Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or un-scattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

1000-7-5
The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 % sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

1000-7-6
The Contractor shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Contractor.

1000-7
An initial turf renovation project will be initiated by the City of Oxnard at the inception of the landscape maintenance contract to remedy any issues within the turf from the previous contractor. This project may be completed by the Contractor or through City staff based on the bid award. Services will include the eradication of weeds in desirable turf areas with a selective herbicide. This will require two broadcast applications and one follow-up spot spray application. All applications will need to be performed at the right rate and usually within 30 days of each application to achieve proper control. Locations to be bid are included in the Additive/Deductive section of the bid sheet.

SECTION 2000. SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2000-1 PRUNING AND EDGING.

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

2000-2 GROUNDCOVER PRUNING.

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

2000-3 FERTILIZATION.

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

2000-4 INSECT AND DISEASE CONTROL.

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

2000-5 WATER.

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas. The Contractor shall utilize the “Cappsure It” report system while performing irrigation inspections to report overall all inspections and any problems that may be present during maintenance visits. Contractor is responsible for damage to plants that were not reported to the City in a “Cappsure It” maintenance report and shall be responsible for replacement of these items. All watering must adhere to the City’s Water Ordinance No. 2810.

2000-6 BED WEED CONTROL.

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

SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City. This Arborist must oversee all pruning work including root pruning and certifying all work meets requirements. 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 provide tree maintenance according to the Service Level listed in the Service Level and Frequency of Operation Chart included within this Proposal specification. Services required include, but are not limited to, prune, shape and structure trees for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs and 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.

Annual tree maintenance above and beyond what is in the scope of work and exceeding the listed height requirement will be administered by the City’s Tree Contractor.

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 “Cappsure It”, 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, leaves, 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. All walkway areas should be blown clean during maintenance and should be free of clippings and debris. This includes curb and gutter areas.

4000-1-1 SERVICE LEVEL A

If applicable to the District, for Service Level A, Contractor will be required to empty the trash cans three days per week (Monday, Wednesday and Friday) throughout the parks. On weekends, the Contractor will provide two (2) supplemental staff members to empty trash cans throughout the parks. A sweep of the parks shall be done when collecting trash from the receptacles to pick up any arrant? debris. Extra sweeps throughout the parks for arrant debris only, will be made on Tuesdays and Thursdays. All debris in parks shall be thoroughly removed. Mutt Mitt Stations shall be checked, stocked and trash removed Monday, Wednesday and Friday.

4000-1-2 SERVICE LEVEL B – F

Contractor will be required to remove trash on service days.

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 are not included in this contract. Any electrical hazards should be reported immediately to the Project Manager or his or her representative.

4000-4 WATER AND ELECTRICAL COSTS.

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

4000-5 GRAFFITI

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. Graffiti shall be removed with chemical/pressure washer on all non-painted surfaces. Under no circumstances do we paint over graffiti on sidewalks, curbs/gutters, block walls or pilasters, monument signs or similar items. Graffiti on painted surfaces shall be removed and the area shall be repainted if necessary. Etching shall be sanded until the etching has been removed. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor to complete the removal. Graffiti under 12" x 12" is the responsibility of the Contractor and should be removed within 24 hours of notification. The expectation is that the Contractor will utilize maintenance staff that is already on property for the removal of this graffiti and not bring in extra staff for this task.

4000-6 VANDALISM AND THEFT.

The Contractor shall include all labor costs for repairs within the Proposal. 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. After the inspection, any noted deficiencies will be corrected prior to handing responsibility over to the contractor for that area. For example, if there are broken sprinkler heads, repairs will be made to correct them and the contractor will be responsible for the maintenance after that correction is complete.

Contractor or representative shall be available to perform regular inspections of the special 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 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless contractor elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. The City to pay for all traffic control permits.

4000-11 DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.
If applicable to the district, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. Monthly, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint. Irrigation heads must be operating in a manner as to not spray the fence. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe. Annually, all fencing on property should be pressure washed in January, to remove any webs, plant material and dirt from the fence.

4000-14 SOFTWARE.
Contractor will be required to utilize the CappsureIt 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.

4000-15 STAFF UNIFORMS
Contractor will be required to provide staff uniforms that are uniquely identify them to the work being done in the LMDs. If the Contractor maintains contracts with the HOAs or businesses within any of the areas being serviced, the Contractor will be required to have their staff wearing different uniforms from those being worn by the contracted staff in LMDs.

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. All pesticide applications must be made with “Mark-It Blue” fading colorant or “Equal” to confirm proper application of pesticides has been performed. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

5000-2 CHEMICALS AND FERTILIZERS.

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

5000-3 WEATHER.

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

5000-4 INSECT, DISEASE AND NUTRIENT PROBLEMS.

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

5000-5 EXTRA VISITS.

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

5000-6 NUTRIENTS.

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

5000-7 VERTEBRATE (PEST) CONTROL.

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

SECTION 7000. MISCELLANOUS ITEMS

7000-1 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.

7000-2 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.

7000-3 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.

7000-4 SUPPLEMENTAL LABOR

At the request of the Project Manager, Contractor may be asked to provide supplemental labor for additional landscape maintenance tasks within the LMDs 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.

Authorized Improvements
LMD No. 3 (River Ridge)

HARDSCAPE
LANDSCAPE
MEDIAN
DISTRICT BOUNDARY
CITY BOUNDARY

0 150 300 600 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 3 (River Ridge)

TREES

DISTRICT BOUNDARY

CITY BOUNDARY

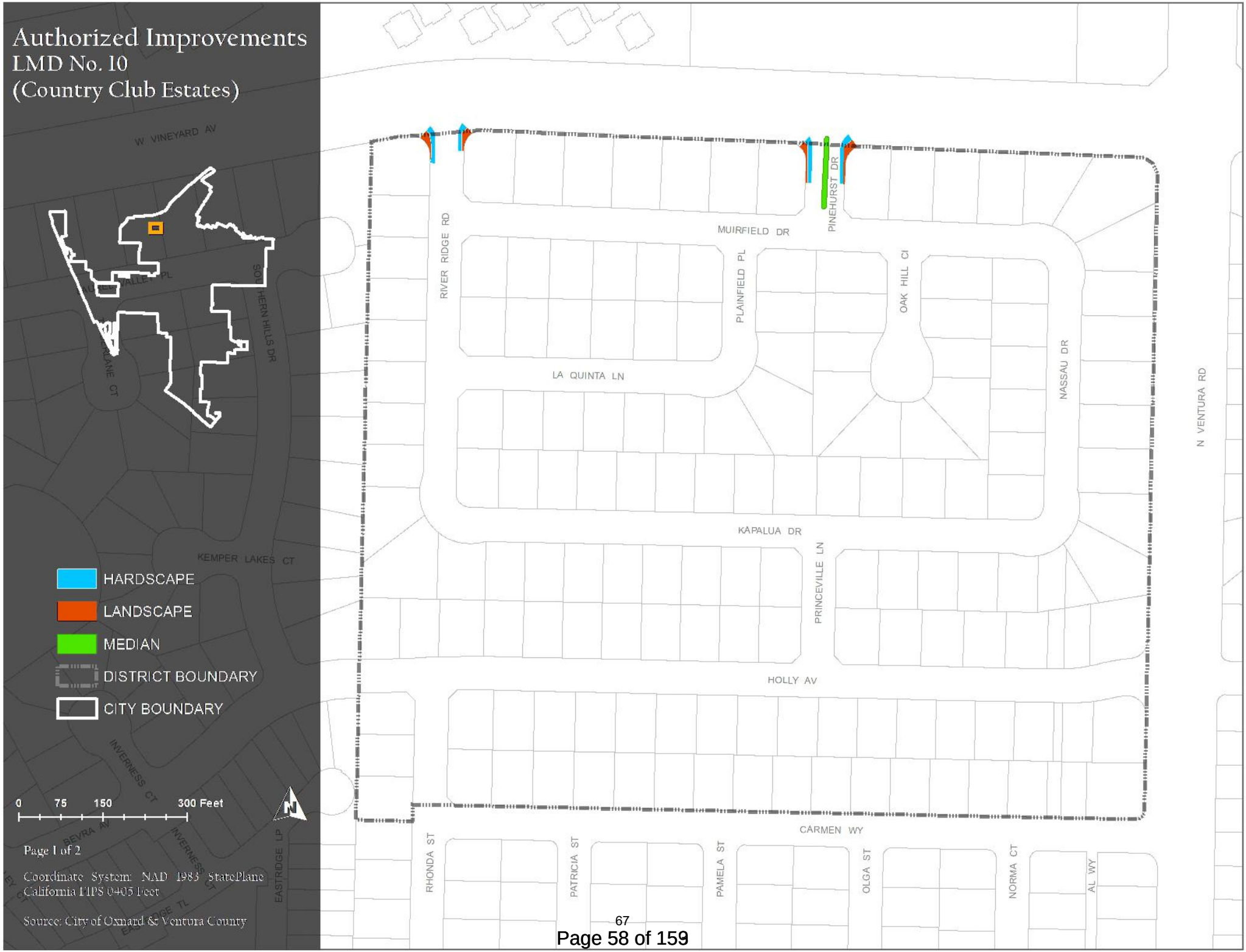
0 150 300 600 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 10
(Country Club Estates)



Page 1 of 2

Coordinate System: NAD 1983 StatePlane California I FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 10
(Country Club Estates)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California I FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 11 (St. Tropez)

HARDSCAPE

LANDSCAPE

DISTRICT BOUNDARY

CITY BOUNDARY

0 75 150 300 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California VI FIPS 0405 Feet

Source: City of Oxnard & Ventura County

VISTA
HONEYSUCKLE DR
UPPER BAY DR
TIMBER CREEK TL
IRONSTONE ST
N H ST
HILLROSE PL
GRAPEVINE DR
VIOLET WY
WINCHESTER ST
SURREY CI
BUCKAROO AV
WINCHESTER AV
SADDLE AV
RAILROAD RR
APPLE LN
ELDERBERRY DR
DOGWOOD DR
STRAWBERRY PL
DEWBERRY LN
ROSEBUD DR
RASPBERRY PL
JACARANDA DR

Authorized Improvements
LMD No. 11 (St. Tropez)

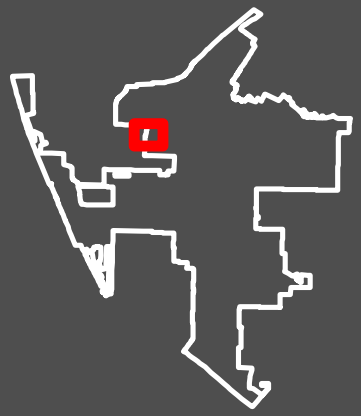
Page 2 of 2

Coordinate System: NAD 1983 StatePlane California VI FIPS 0405 Feet

Source: City of Oxnard & Ventura County

CITY OF OXNARD
District Boundaries

LMD No.12
(Standard Pacific)



LANDSCAPE
MEDIAN
TRAFFIC CIRCLE
DISTRICT BOUNDARY
CITY BOUNDARY

0 150 300 Feet

Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - September 2020

Page 1 of 1

W Gonzales Rd
W Gonzales Rd
Bernadette St
Wood Opal Way
Beryl Ave
N Patterson Rd
Volcano Ct
Zircon Ave
Ebony Dr
Uranium Dr
Gallatin Pl
Evangeline Pl
Joliet Pl
Talus St
Amethyst Ave
Topaz Ct
Cabrillo Way
Ruby Dr
Amber Ave
Pyrite Pl
Nebula St
Norite Pl
Yukonite Pl
Basalt St
Moraine Way
Oneida Way
Oneida Pl
Natalie Pl
Coronado Pl

Authorized Improvements
LMD No. 12
(Standard Pacific)

TREES

DISTRICT BOUNDARY

CITY BOUNDARY

0 125 250 500 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 13 (Le Village)

HARDSCAPE
LANDSCAPE
MEDIAN
CITY BOUNDARY

0 75 150 300 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

MEADOW TL
NORTHBROOK DR
TWINOAK DR
STONE CREEK DR
REDWING LN
QUAIL RUN WY
N VENTURA RD
OTTER CREEK LN
NORTHSTAR LN
LARKHAVEN LN
OSTRICH HILL RD
MINT LN
LOBELIA DR
MEADOWLARK LN
NIGHTINGALE PL
W VINEYARD
MUIRFIELD DR
NASSAU
KUMQUAT PL

Authorized Improvements
LMD No. 13 (Le Village)

TREES

DISTRICT BOUNDARY

CITY BOUNDARY

0 75 150 300 Feet

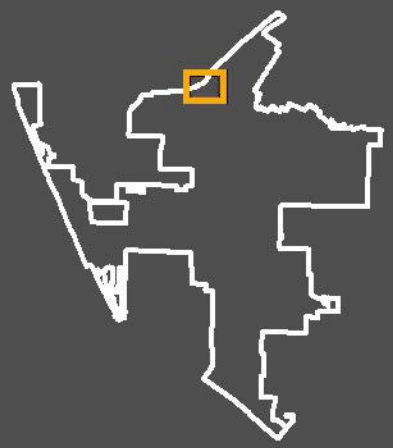
Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

MEADOW TL
NORTHBROOK DR
TWINOAK DR
STONE CREEK DR
REDWING LN
QUAIL RUN WY
N VENTURA RD
OTTER CREEK LN
NORTHSTAR LN
LARKHAVEN LN
OSTRICH HILL RD
MINT LN
LOBELIA DR
MEADOWLARK LN
NIGHTINGALE PL
W VINEYARD
MUIRFIELD DR
NASSAU
KUMQUAT PL

Authorized Improvements
LMD No. 14 (California Cove)



HARDSCAPE
LANDSCAPE
MEDIAN
TRAFFIC CIRCLE
CITY BOUNDARY

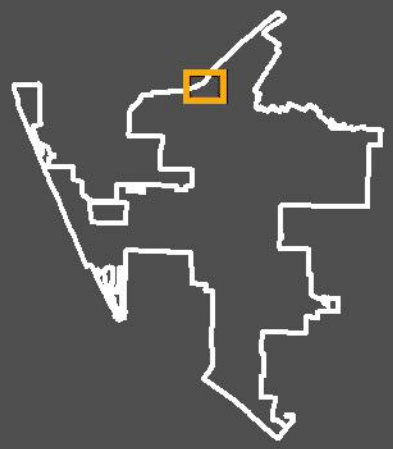
0 125 250 500 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 14 (California Cove)



TREES

CITY BOUNDARY

0 125 250 500 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

VENTURA RD
N VENTURA RD
RAILROAD RR
YEARLING PL
WINDCREST CT
VISTA
HONEYSUCKLE DR
JOSHUA CT
KENTIA ST
UPPER BAY DR
LAKE DR
WOODSIDE PL
MEADOW TL
TIMBER CREEK TL
NORTHBROOK DR
LOBELIA DR
TWINOAK DR
STONE CREEK DR
REDWING LN
IRONSTONE ST
N H ST
HILLROSE PL
ROSEBUD DR
QUAIL RUN WY
OTTER CREEK LN
LARKHAVEN LN
JACARANDA DR
WOLKA WY
EVEN ST
TUXEDO

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 16 (California Lighthouse)

- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY

N W E S

0 175 350 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

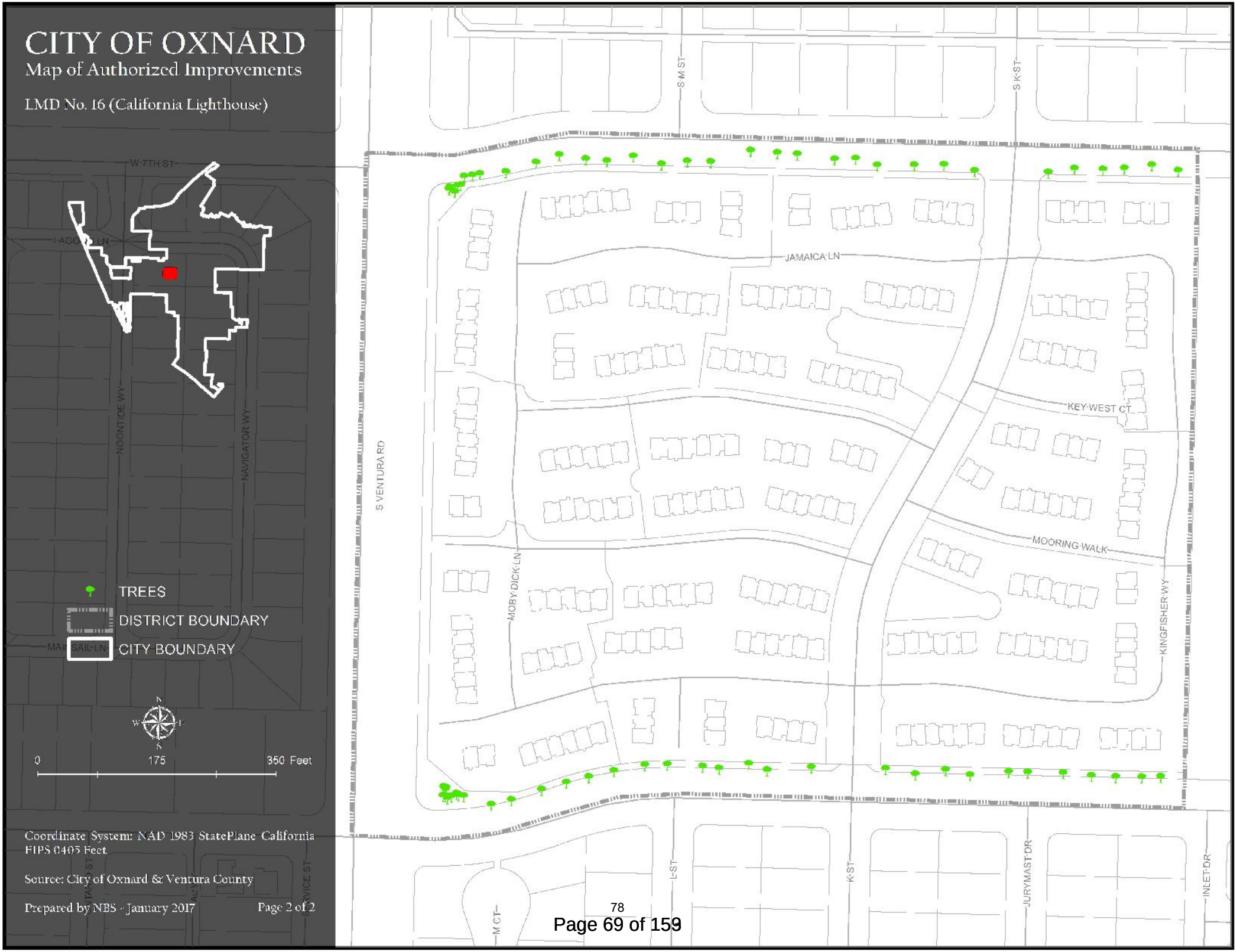
Page 1 of 2

S M ST
S K ST
JAMAICA LN
KEY WEST CT
S VENTURA RD
MOORING WALK
MOBY DICK LN
KINGFISHER WY
L ST
K ST
JURYMAST DR
INLET DR
M CT

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 16 (California Lighthouse)



Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

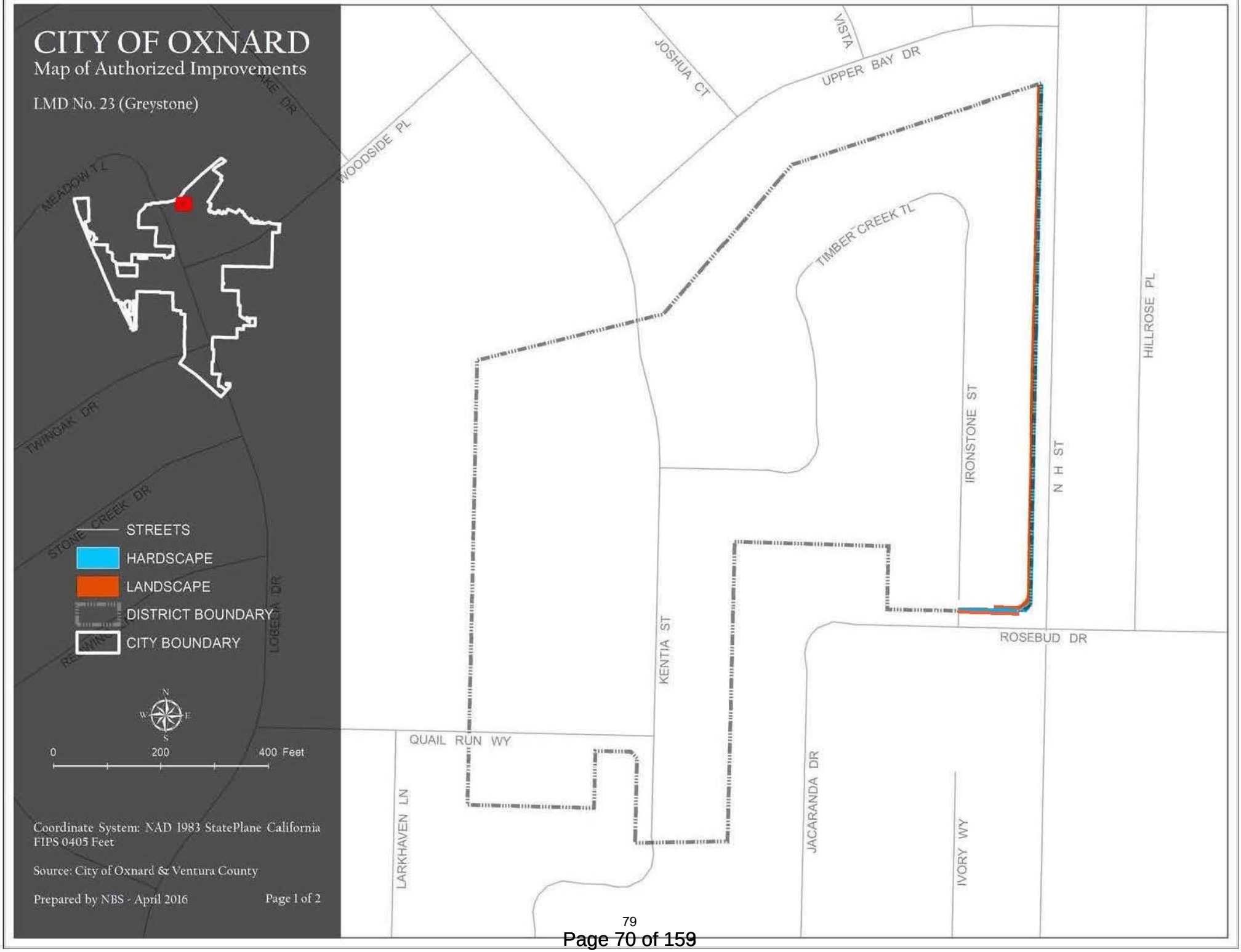
Prepared by NBS - January 2017

Page 2 of 2

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 23 (Greystone)



Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - April 2016

Page 1 of 2

Authorized Improvements
LMD No. 23 (Greystone)

TREES

CITY BOUNDARY

0 50 100 200 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

KENTIA ST
JOSHUA CT
UPPER BAY DR
WOODSIDE PL
TIMBER CREEK TL
IRONSTONE ST
N H ST
HILLROSE PL
ROSEBUD DR
QUAIL RUN WY
LARKHAVEN LN
JACARANDA DR
IVORY WY
MEADOW TL
LAKE DR
CREEK DR

Authorized Improvements
LMD No. 24 (Vineyards)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 24 (Vineyards)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 25 (Pointe)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 25 (Pointe)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 27 (Rose Island)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California I FIPS 0405 Feet

Source: City of Oxnard & Ventura County

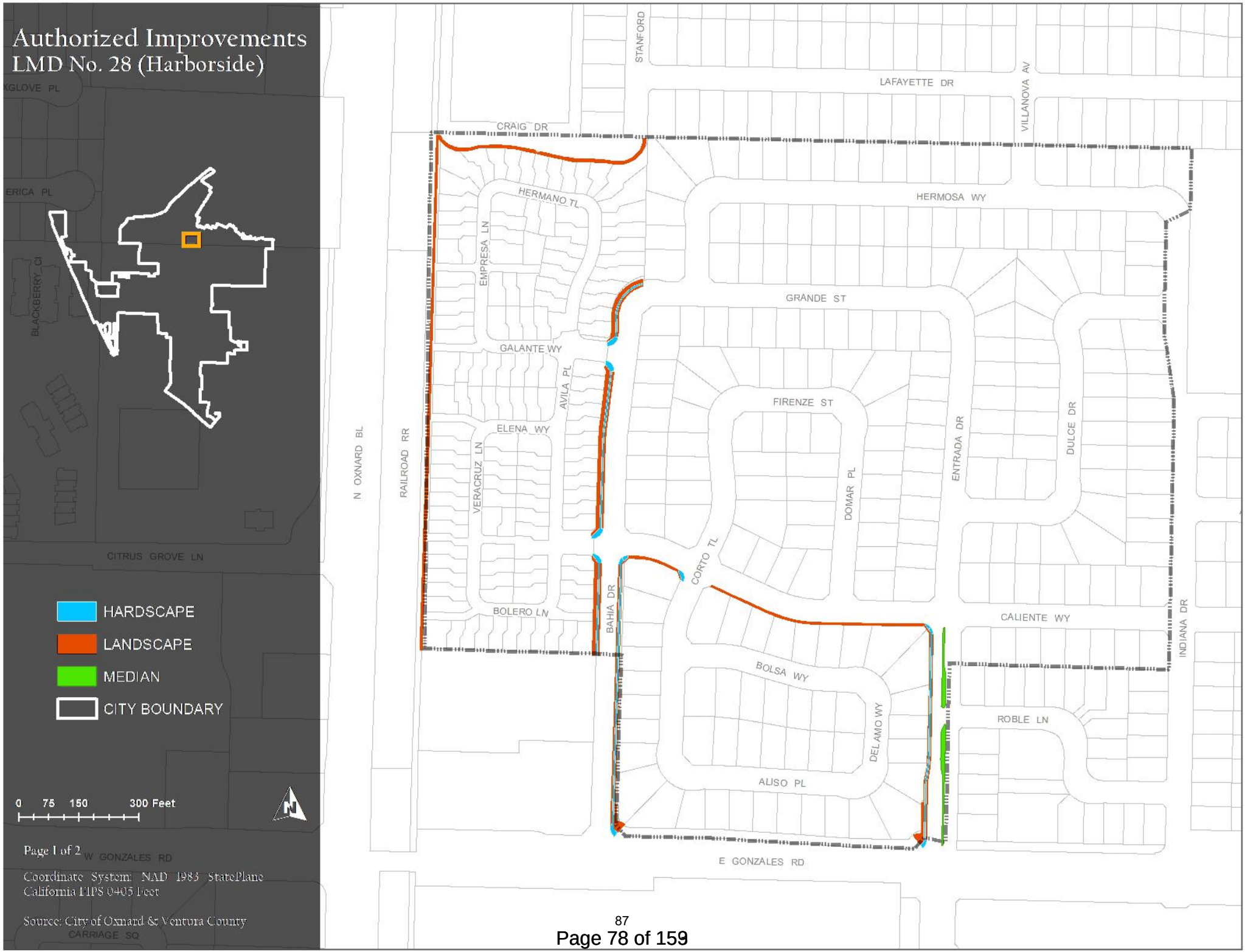
Authorized Improvements
LMD No. 27 (Rose Island)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 28 (Harborside)

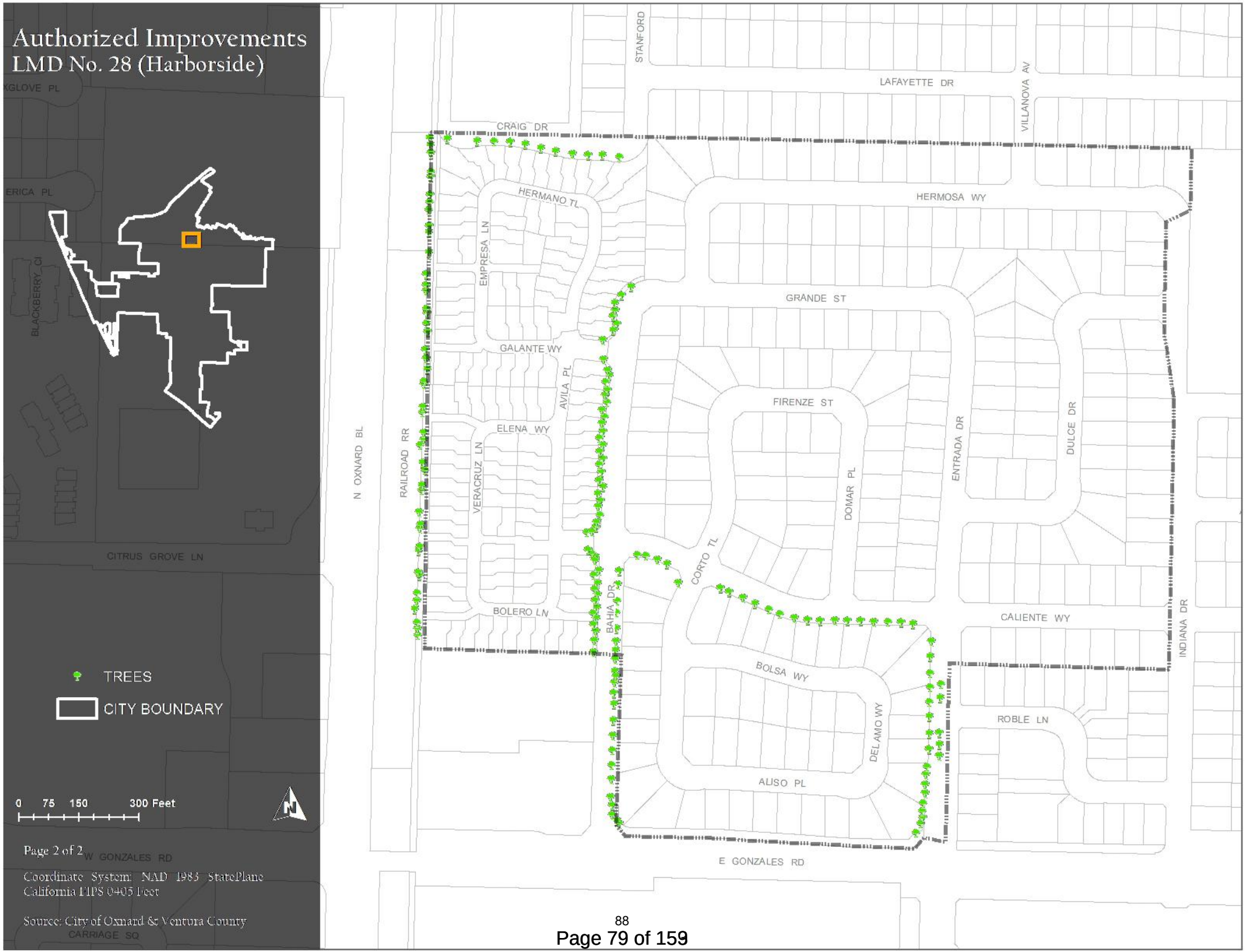


Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 28 (Harborside)

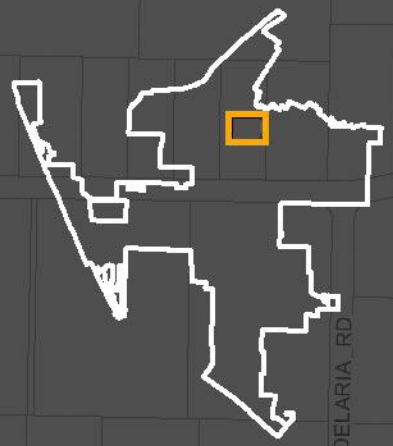


Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 30
(Haas Automation)



HARDSCAPE

LANDSCAPE

CITY BOUNDARY

0 100 200 400 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

N RICE AV

ELEVAR ST

KINETIC DR

STURGIS RD

DISCOVERY DR

CHALLENGER PL

CANDELARIA RD

S RICE AV

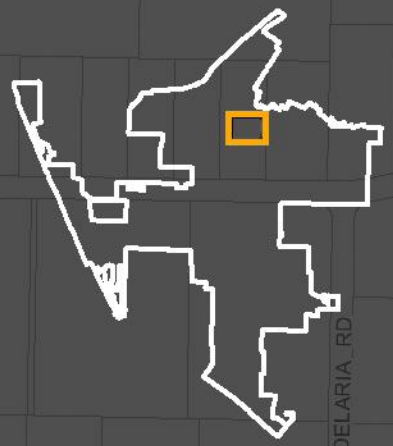
EASTMAN AV

RAILROAD RR

E 5TH ST

RICE AV

Authorized Improvements
LMD No. 30
(Haas Automation)



N RICE AV
ELEVAR ST
KINETIC DR
STURGIS RD
DISCOVERY DR
CHALLENGER PL
CANDELARIA RD
S RICE AV
EASTMAN AV
RAILROAD RR
E 5TH ST
RICE AV

TREES

CITY BOUNDARY

0 100 200 400 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 31
(Rancho De La Rosa)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 31
(Rancho De La Rosa)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

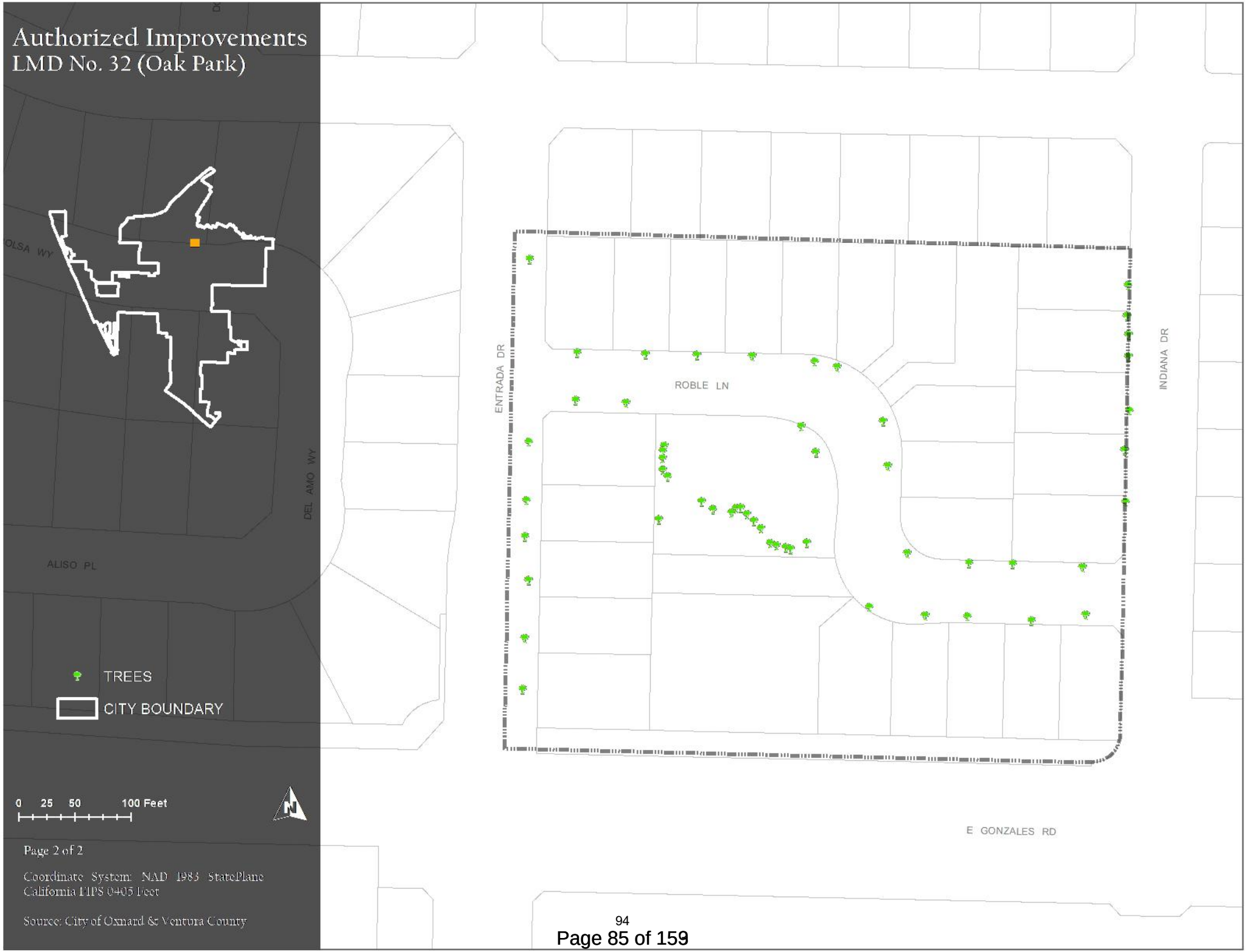
Authorized Improvements
LMD No. 32 (Oak Park)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 32 (Oak Park)

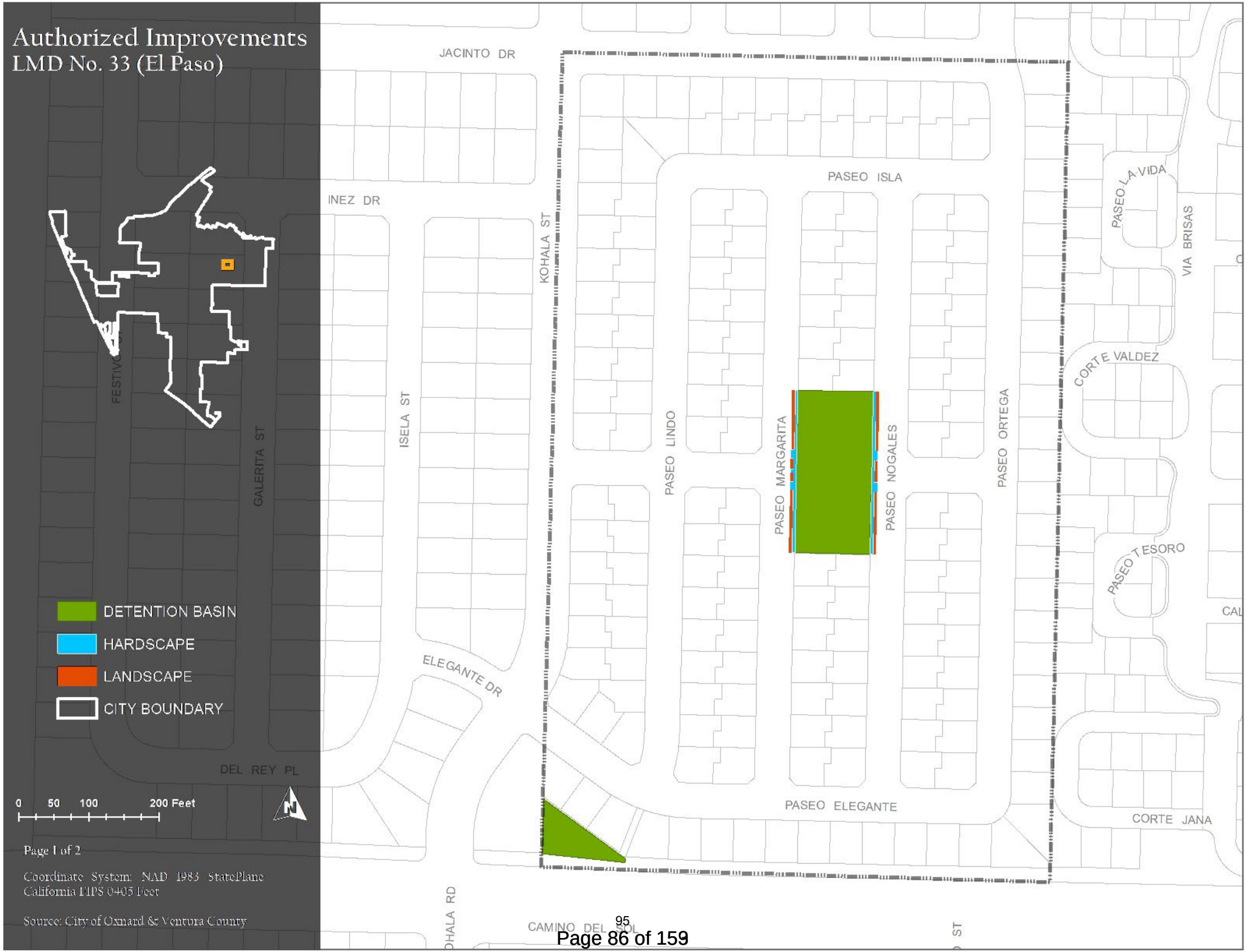


Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 33 (El Paso)

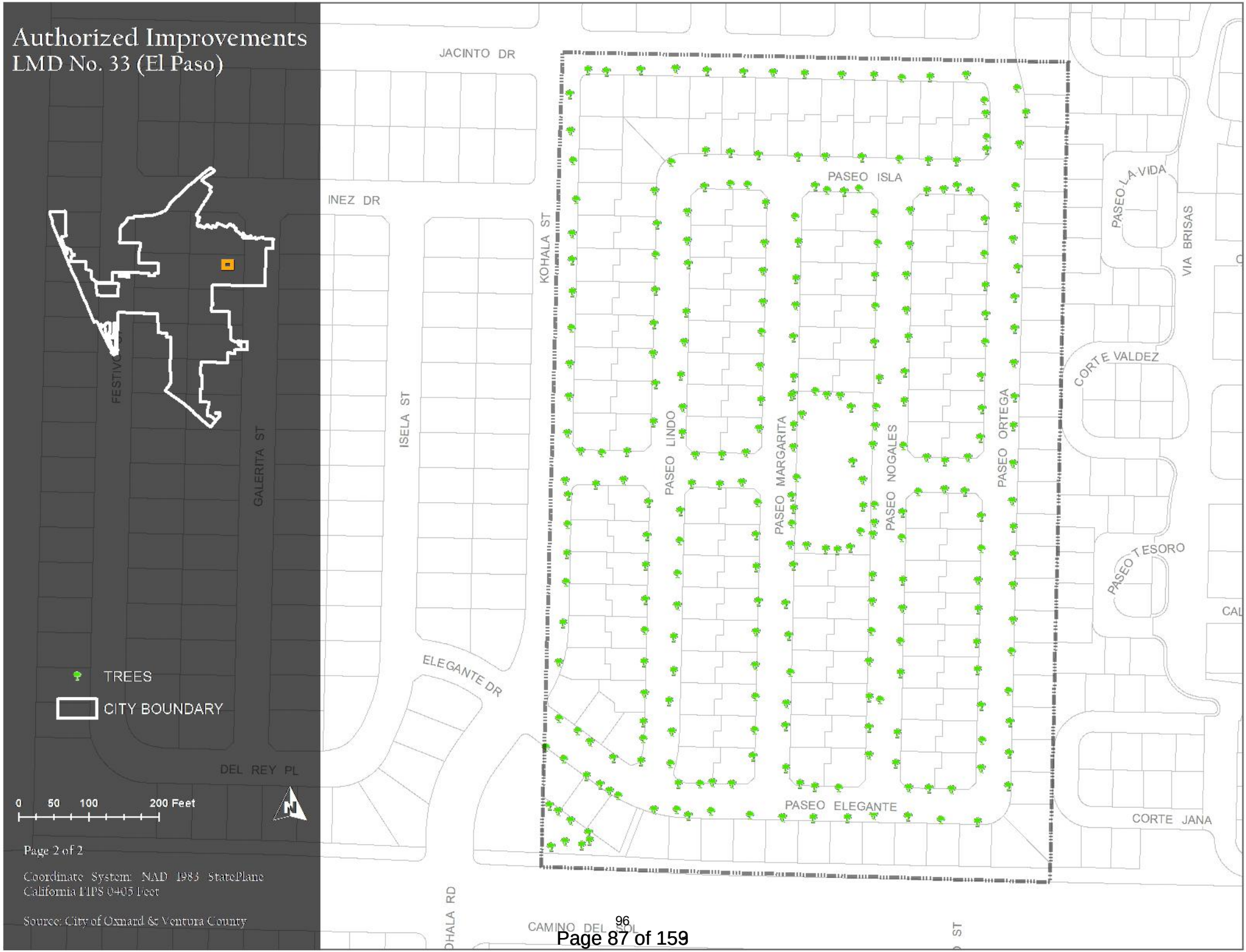


Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 33 (El Paso)



Page 2 of 2

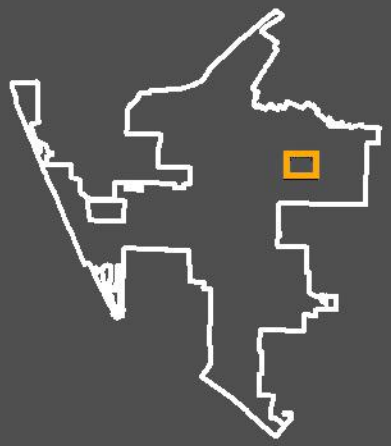
Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements

LMD No. 34

(Sunrise Pointe & Sunset Cove)



DETENTION BASIN

HARDSCAPE

LANDSCAPE

TRAFFIC CIRCLE

CITY BOUNDARY

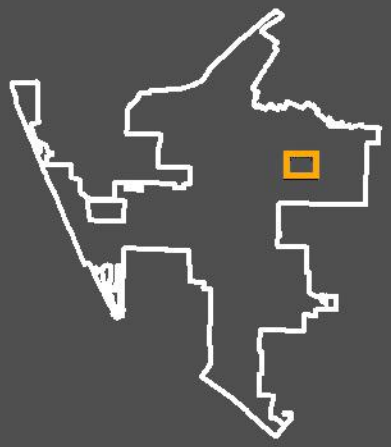
0 75 150 300 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 34
(Sunrise Pointe & Sunset Cove)



TREES

CITY BOUNDARY

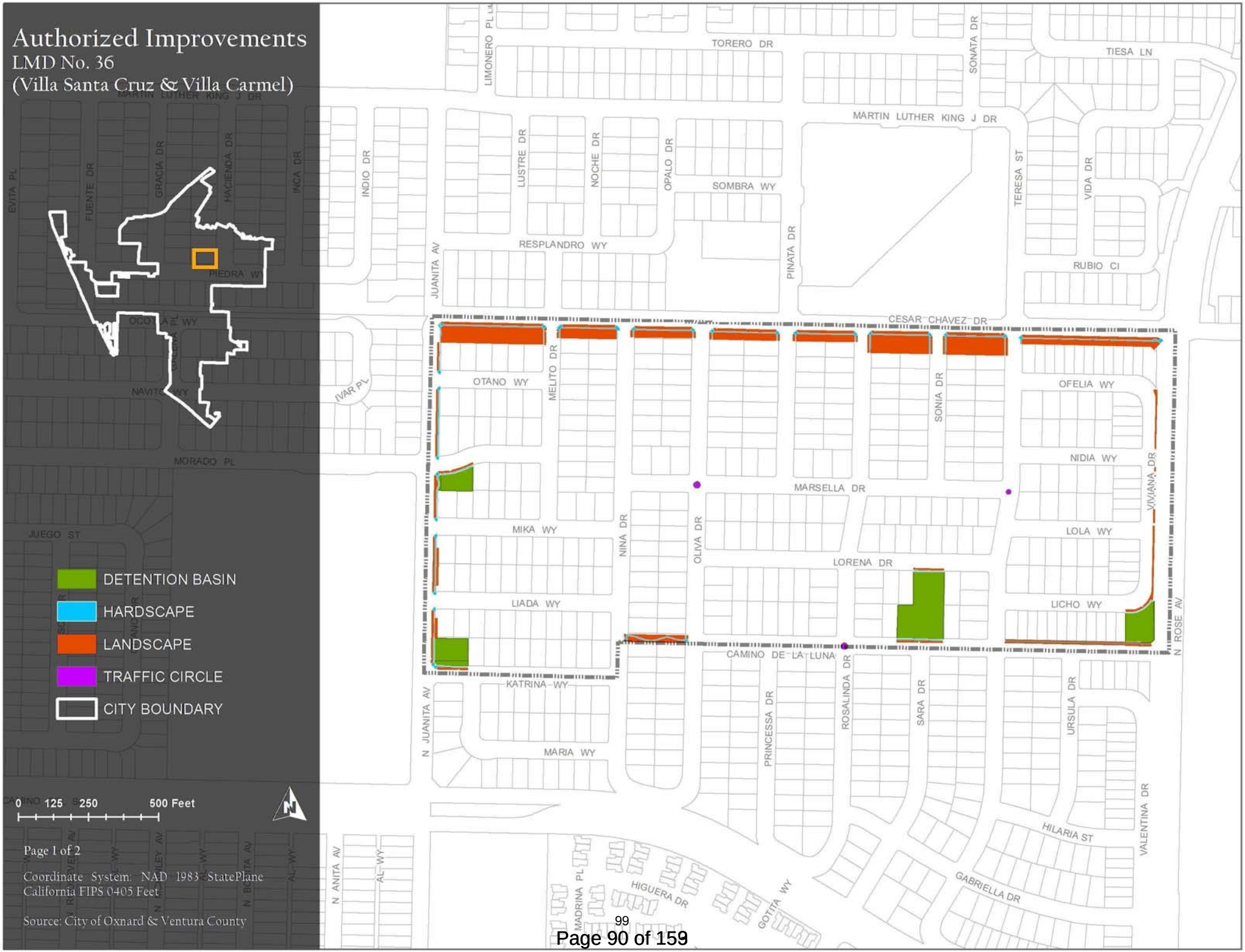
0 75 150 300 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 36
(Villa Santa Cruz & Villa Carmel)

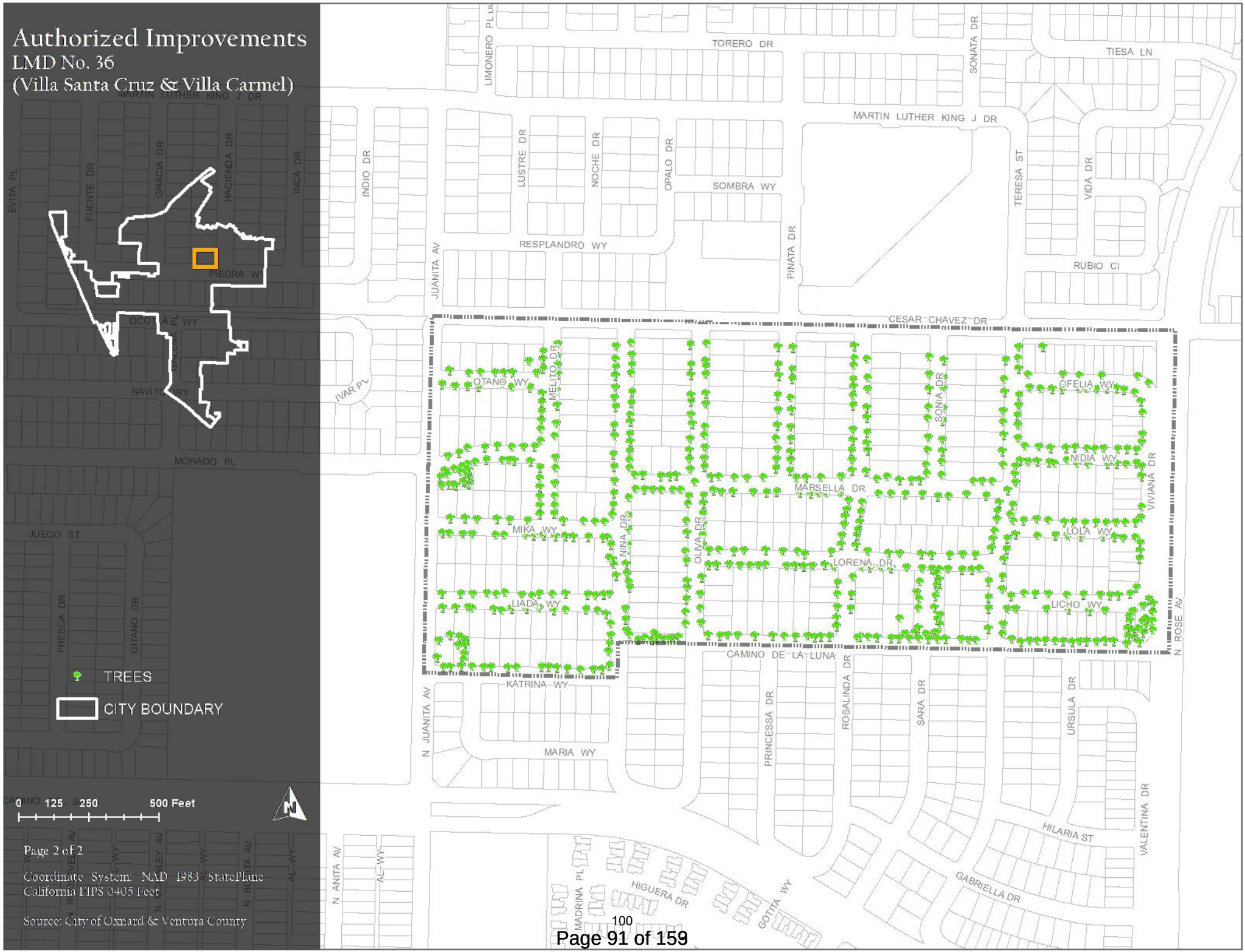


Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 36
(Villa Santa Cruz & Villa Carmel)



Page 2 of 2

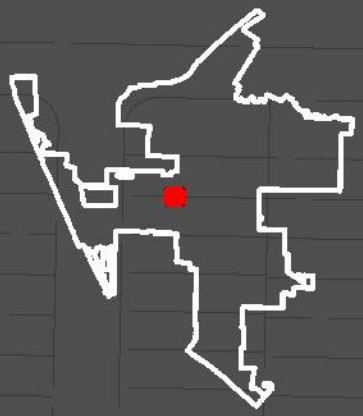
Coordinate System: NAD 1983 StatePlane California I FIPS 0401 Feet

Source: City of Oxnard & Ventura County

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 37 (Pacific Breeze)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY

N W E S

0 155 310 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

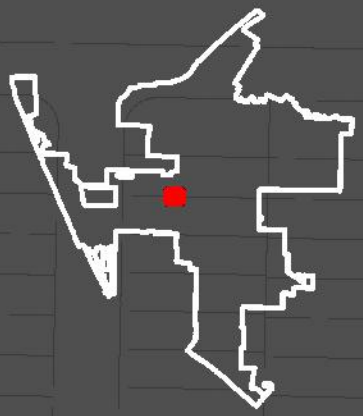
Prepared by NBS - January 2017

Page 1 of 2

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 37 (Pacific Breeze)



Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 2 of 2

Authorized Improvements
LMD No. 38 (Aldea Del Mar)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 38 (Aldea Del Mar)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California I FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 39
(Promesa/Sueno & DR Horton/Seawinds)

DETENTION BASIN
HARDSCAPE
LANDSCAPE
PARK
CITY BOUNDARY

0 100 200 400 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

ENTRADA DR
MARTIN LUTHER KING J DR
DOMINGO PL
EVITA PL
FUENTE DR
GRACIA DR
HACIENDA DR
INCA DR
INDIO DR
PIEDRA WY
JUANITA AV
BRIANA CI
OCOTLAN WY
IVAR PL
GALENA PL
NAVITO WY
RAILROAD RR
MORADO PL
LIBRE ST
BELLEZA DR
CARINA DR
DICHA DR
JUEGO ST
FRESCA DR
GITANO DR
JOYA ST
N JUANITA AV
GLENWOOD DR
N OXNARD BL
CAMELOT WY
W ROBERT AV
AL WY

Authorized Improvements
LMD No. 39
(Promesa/Sueno & DR Horton/Seawinds)

TREES

CITY BOUNDARY

0 100 200 400 Feet

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

ENTRADA DR
MARTIN LUTHER KING J DR
GLENWOOD DR
N OXNARD BL
CAMELOT WY
PETUNIA WY
W ROBERT AV
RAILROAD RR
BRIANA CI
DOMINGO PL
EVITA PL
FUENTE DR
GRACIA DR
HACIENDA DR
INCA DR
INDIO DR
PIEDRA WY
JUANITA AV
OCOTLAN WY
IVAR PL
GALENA PL
NAVITO WY
MORADO PL
LIBRE ST
BELLEZA DR
CARINA DR
DICHA DR
JUEGO ST
FRESCA DR
GITANO DR
JOYA ST
N JUANITA AV

Authorized Improvements
LMD No. 40 (Cantada)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 40 (Cantada)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California I FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 41 (Pacific Cove)

HARDSCAPE
LANDSCAPE
TRAFFIC CIRCLE
CITY BOUNDARY

0 75 150 300 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

AL WY
BAR
FIELD ST
DUNBAR DR
CLARK CT
CARLISLE CT
BARRYMORE DR
GRISSOM WY
CONNER DR
DUNBAR DR
CYPRESS TRAILER PARK
CYPRESS
CUESTA DEL MAR DR
GUTIERREZ LN
ELIAS DR
MARY HERRER LN
SALVADOR DR
IRWIN WY
RAILROAD
W HUENEME RD
E HUENEME RD

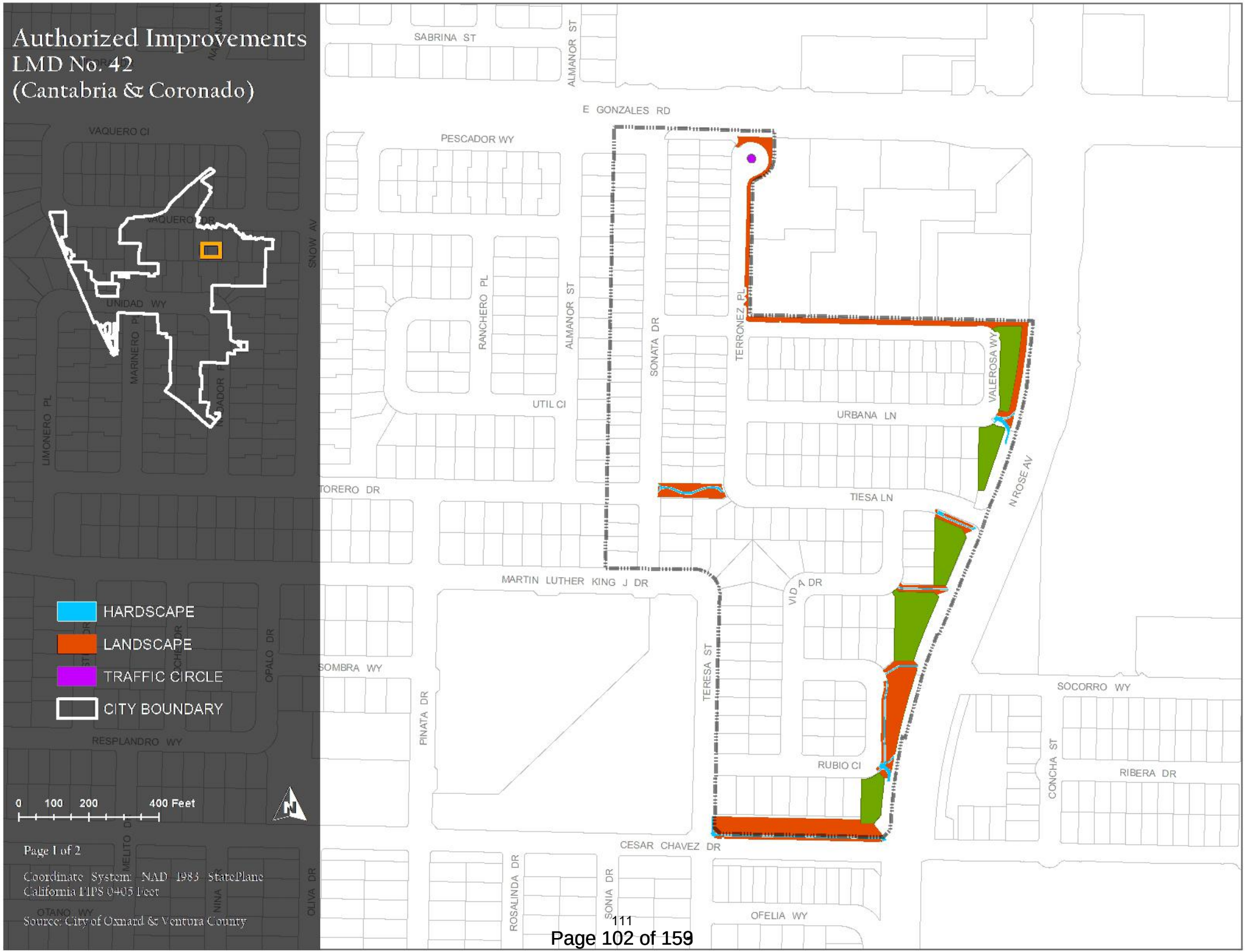
Authorized Improvements
LMD No. 41 (Pacific Cove)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 42
(Cantabria & Coronado)



Page 1 of 2

Coordinate System: NAD 1983 StatePlane California I FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 42
(Cantabria & Coronado)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California I FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 43 (Greenbelt)

HARDSCAPE

LANDSCAPE

CITY BOUNDARY

0 100 200 400 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

E GONZA
ZOCOLO ST
YADRA PL
LOMBARD ST
WANKEL WY
WILLIAMS DR
SOCORRO WY
RIBERA WY
POSADA DR
REINA CI
PAJARO ST
CESAR CHAVEZ DR
GIBRALTER ST
OCASO PL
KOHALA ST
LUCERO ST
PASEO ORTEGA
PASEO LAS NUBES
VIA BRISAS
AVENIDA CLASSICA
GRAVES AV
MILAGRO PL
CORTE PRIMAVERA ST

Authorized Improvements
LMD No. 43 (Greenbelt)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 46 (Daily Ranch)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0403 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 46 (Daily Ranch)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 47 (Sycamore Place)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 47 (Sycamore Place)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 49
(Cameron Ranch)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 49
(Cameron Ranch)

TREES

CITY BOUNDARY

0 25 50 100 Feet

Page 2 of 2

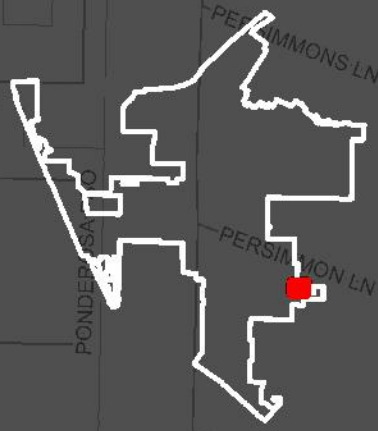
Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 50 (Pleasant Valley Senior Housing)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY

0 175 350 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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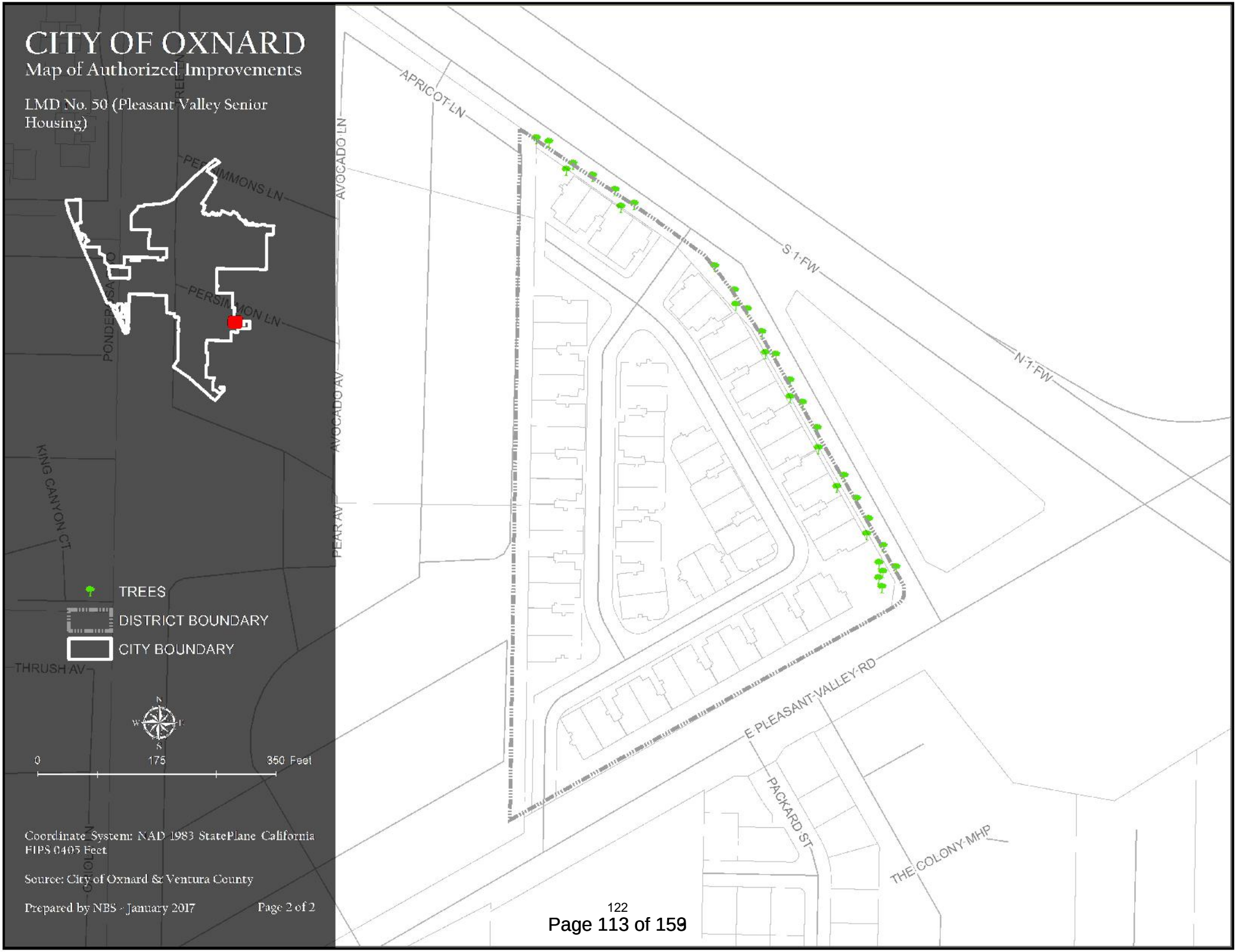
CITY OF OXNARD

Map of Authorized Improvements

LMD No. 50 (Pleasant Valley Senior Housing)



Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 2 of 2

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 51 (Pfeiler)

- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY

N W E S

0 150 300 600 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 1 of 2

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 51 (Pfeiler)

TREES

DISTRICT BOUNDARY

CITY BOUNDARY

0 150 300 600 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 2 of 2

Authorized Improvements
LMD No. 52 (Wingfield)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

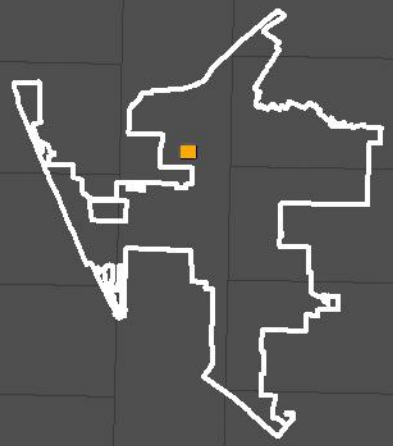
Authorized Improvements
LMD No. 52 (Wingfield)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 53 (Huff Court)



LANDSCAPE

CITY BOUNDARY

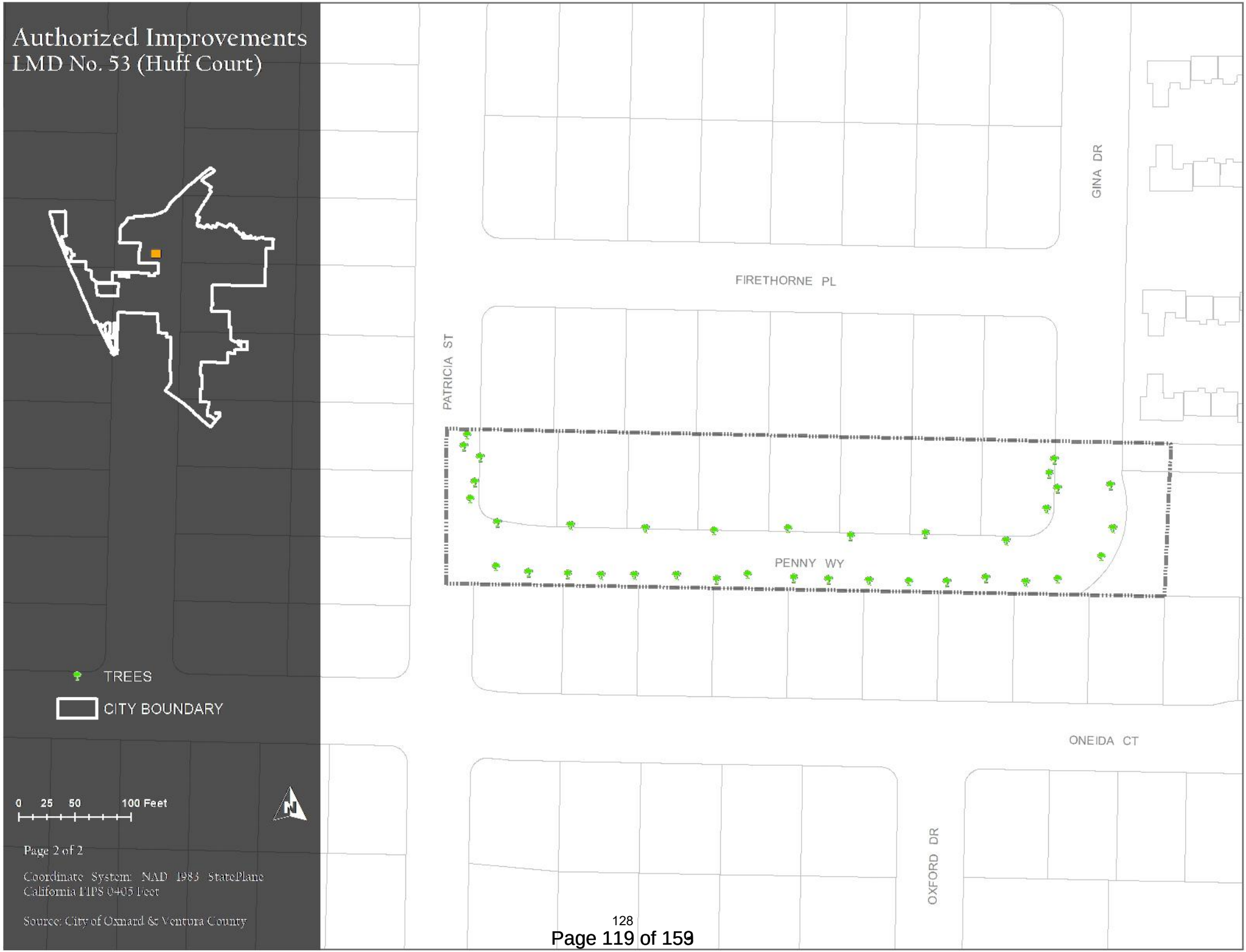
0 25 50 100 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 53 (Huff Court)



Page 2 of 2

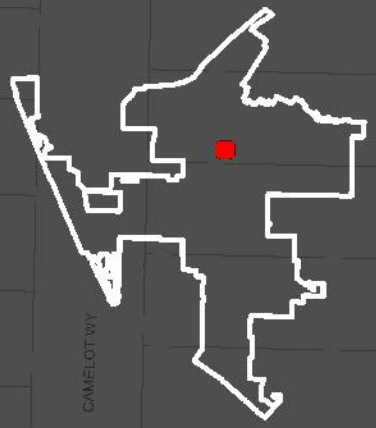
Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

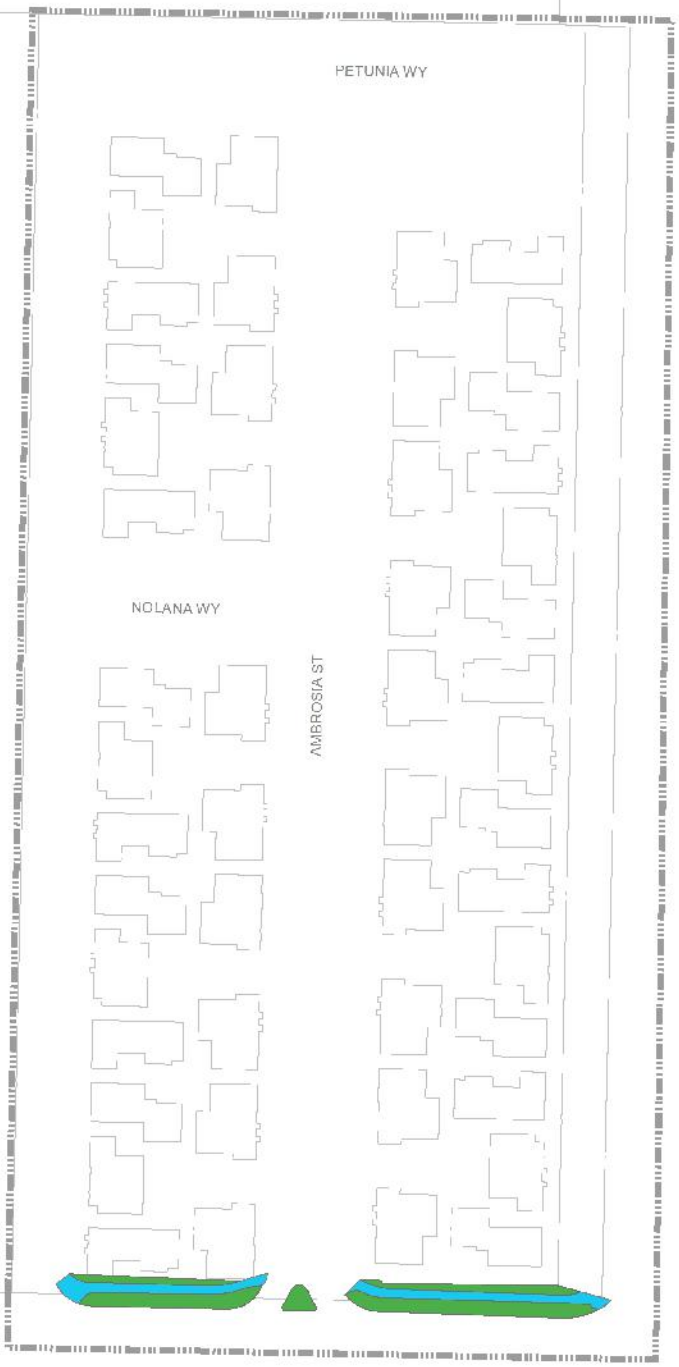
Source: City of Oxnard & Ventura County

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 54 (Meadow Crest Villas)





- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY

N W E S

0 110 220 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

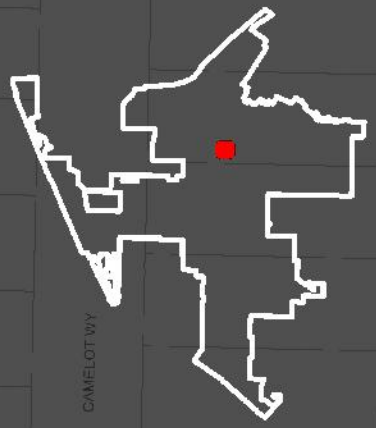
Prepared by NBS - January 2017

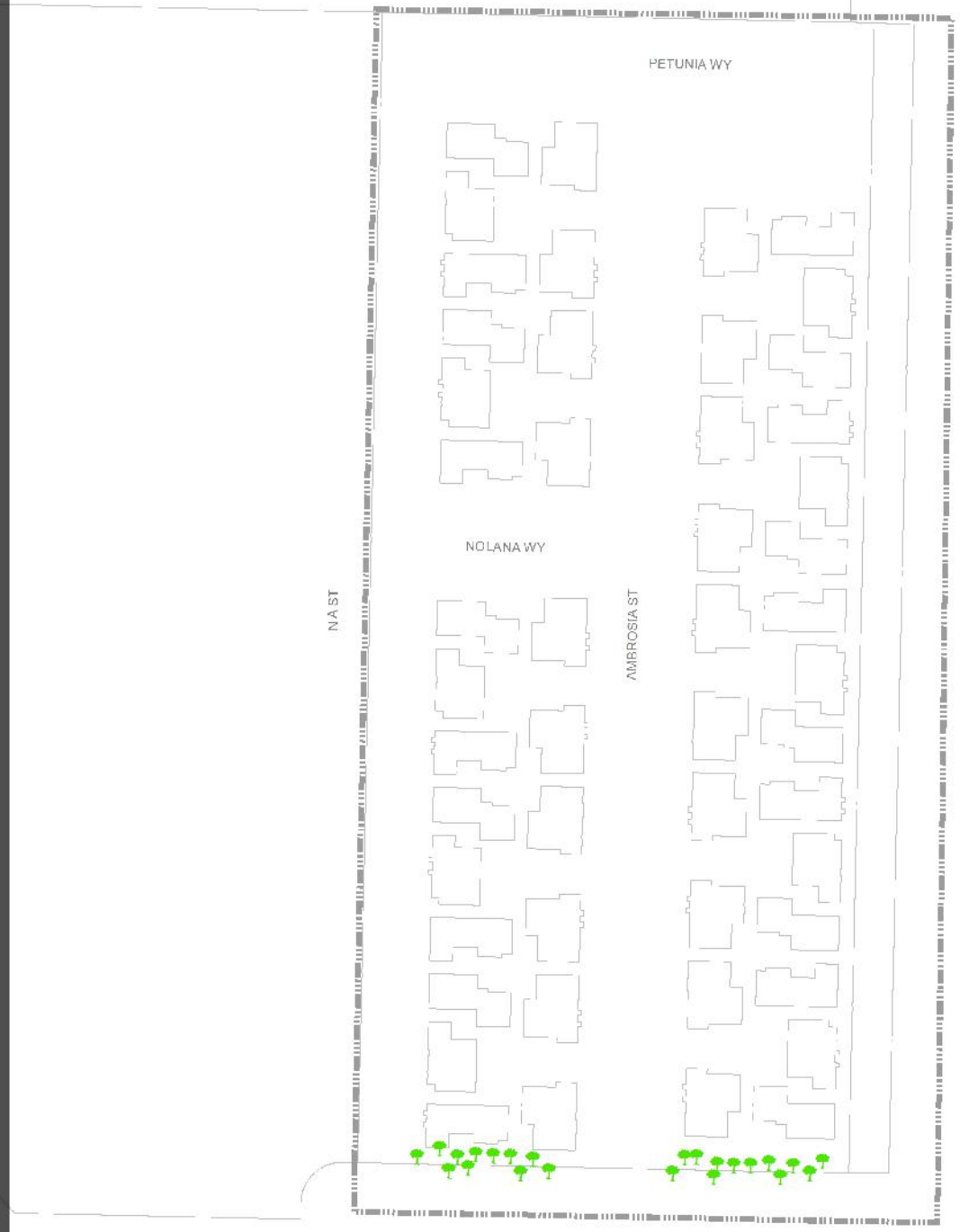
Page 1 of 2

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 54 (Meadow Crest Villas)





TREES

DISTRICT BOUNDARY

CITY BOUNDARY

N W E S

0 110 220 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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Authorized Improvements
LMD No. 55
(Wingfield West)

Page 1 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 55
(Wingfield West)

Page 2 of 2

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Authorized Improvements
LMD No. 58 (Westwind)

Page 1 of 2

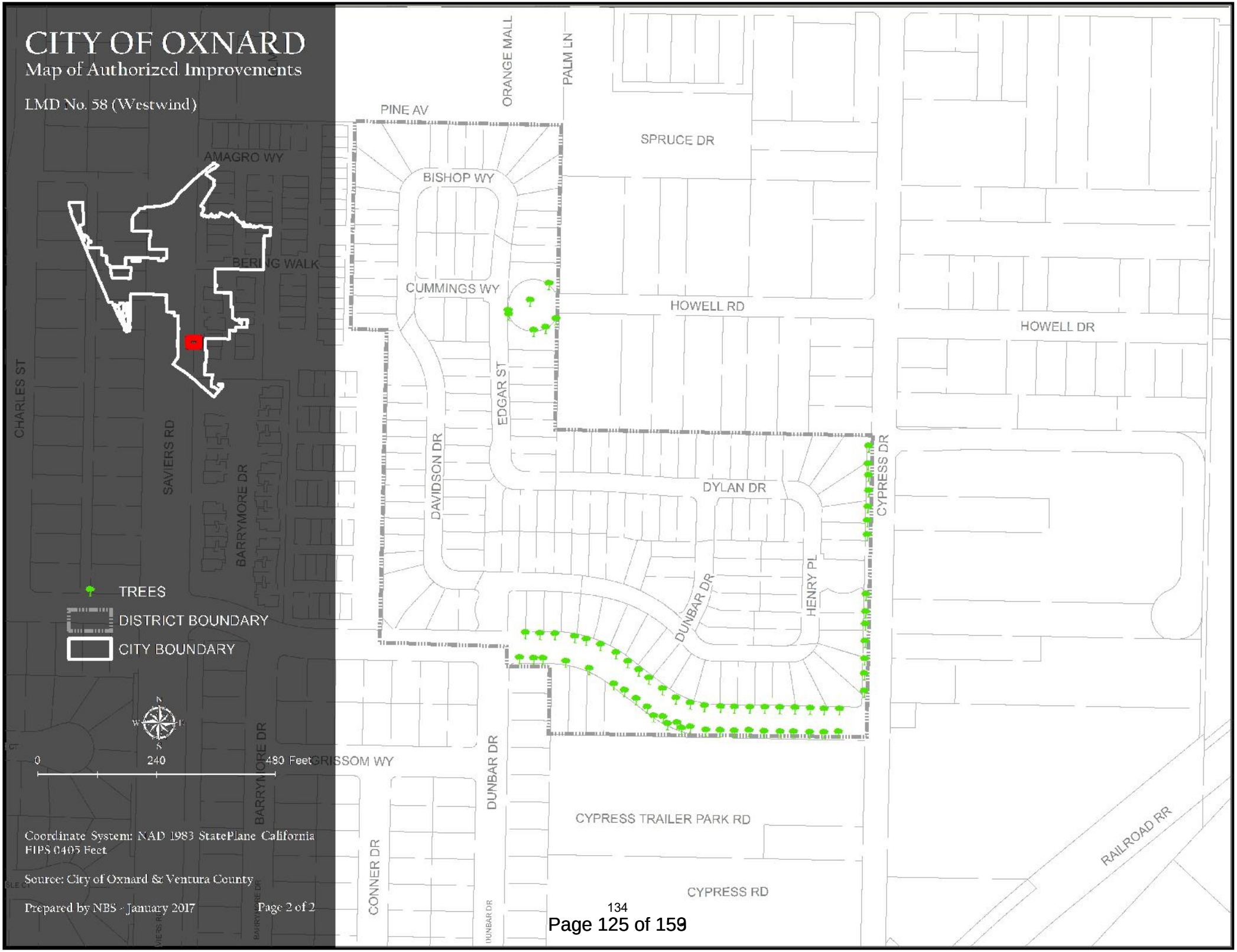
Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 58 (Westwind)



Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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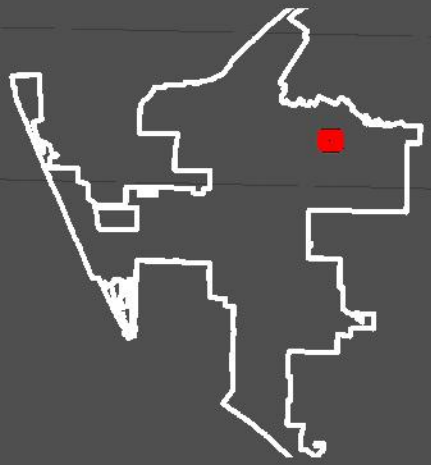
CITY OF OXNARD

Maintenance Cost Reponsibility

LMD No. 60 (Artisan)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY

N W E S

0 162.5 325 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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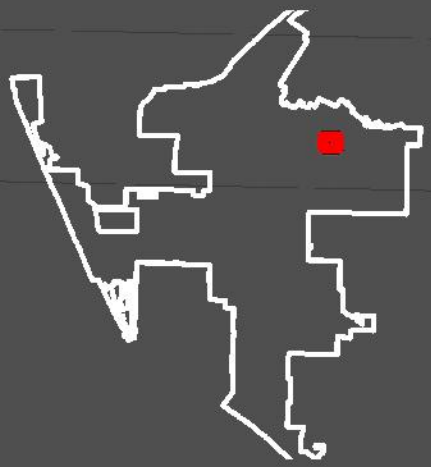
CITY OF OXNARD

Maintenance Cost Reponsibility

LMD No. 60 (Artisan)



TREES

DISTRICT BOUNDARY

CITY BOUNDARY

N W E S

0 162.5 325 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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RATES AND COSTS EXHIBIT

DISTRICT	SERVICE LEVEL	2021		2022		2023		TOTAL
		Month/Qtr*	Annual	Month/Qtr*	Annual	Month/Qtr*	Annual	
LMD 3 - Riverridge	B	$2,095	$25,140	$2,137	$25,643	$2,180	$26,156	$76,938
MAD 4 – Mandalay Beach/Colony	F	$3,700	$14,800	$3,774	$15,096	$3,849	$15,398	$45,294
LMD 10 - Country Club	B	$413	$4,950	$421	$5,049	$429	$5,150	$15,149
LMD 11 – St. Tropez	F*	$800	$3,200	$816	$3,264	$832	$3,329	$9,793
LMD 12 Standard Pacific	B	$520	$6,240	$530	$6,365	$541	$6,492	$19,097
LMD 13 – Le Village	F*	$1,000	$4,000	$1,020	$4,080	$1,040	$4,162	$12,242
LMD 14 – CA Cove	F*	$2,000	$8,000	$2,040	$8,160	$2,081	$8,323	$24,483
LMD 16 – CA Lighthouse	F*	$1,000	$4,000	$1,020	$4,080	$1,040	$4,162	$12,242
LMD 23 - Greystone	F*	$743	$2,970	$757	$3,029	$772	$3,090	$9,089
LMD 24 – Vineyards	F*	$1,997	$7,986	$2,036	$8,146	$2,077	$8,309	$24,440
LMD 25 – The Pointe	C	$880	$10,560	$898	$10,771	$916	$10,987	$32,318
LMD 27 – Rose Island	F*	$2,000	$8,000	$2,040	$8,160	$2,081	$8,323	$24,483
LMD 28 – Harborside	B	$3,080	$36,960	$3,142	$37,699	$3,204	$38,453	$113,112
LMD 30 – Haas Automation	B	$1,840	$22,080	$1,877	$22,522	$1,914	$22,972	$67,574
LMD 31 - Rancho De La Rosa	D	$3,234	$38,808	$3,299	$39,584	$3,365	$40,376	$118,768
LMD 32 – Oak Park	B	$575	$6,900	$587	$7,038	$598	$7,179	$21,117
LMD 33 – El Paseo	B	$1,598	$19,180	$1,630	$19,564	$1,663	$19,955	$58,698
LMD 34 – Sunrise Pt/Sunset Cove	B	$2,536	$30,429	$2,586	$31,038	$2,638	$31,658	$93,125
LMD 36 – Villa Santa Cruz	B	$3,100	$37,200	$3,162	$37,944	$3,225	$38,703	$113,847
LMD 37 – Pacific Breeze	B	$860	$10,320	$877	$10,526	$895	$10,737	$31,583
LMD 38 – Aldea Del Mar	B	$2,875	$34,500	$2,933	$35,190	$2,991	$35,894	$105,584
LMD 39- El Sueno Promesa/DR Horton	B	$4,237	$50,840	$4,321	$51,857	$4,408	$52,894	$155,590
LMD 40 – Cantada	B	$2,530	$30,360	$2,581	$30,967	$2,632	$31,587	$92,914
LMD 41 – Pacific Cove	B	$865	$10,380	$882	$10,588	$900	$10,799	$31,767
LMD 42 – Cantabria/Coronado	B	$4,485	$53,820	$4,575	$54,896	$4,666	$55,994	$164,711
LMD 43 – Greenbelt	B	$3,680	$44,160	$3,754	$45,043	$3,829	$45,944	$135,147

LMD 46 – Daily Ranch	B	$4,600	$55,200	$4,692	$56,304	$4,786	$57,430	$168,934
LMD 47 – Sycamore Place	B	$1,430	$17,160	$1,459	$17,503	$1,488	$17,853	$52,516
LMD 49 – Cameron Ranch	F*	$1,300	$5,200	$1,326	$5,304	$1,353	$5,410	$15,914
LMD 50 – PV Senior Housing	B	$1,650	$19,800	$1,683	$20,196	$1,717	$20,600	$60,596
LMD 51 – Pfeiler	B	$3,680	$44,160	$3,754	$45,043	$3,829	$45,944	$135,147
LMD 52 - Wingfield	B	$690	$8,280	$704	$8,446	$718	$8,615	$25,340
LMD 53 – Huff Court	F*	$128	$510	$130	$520	$133	$531	$1,561
LMD 54 – Meadowcrest	B	$345	$4,140	$352	$4,223	$359	$4,307	$12,670
LMD 55 – Wingfield West	B	$1,150	$13,800	$1,173	$14,076	$1,196	$14,358	$42,234
LMD 58 – Westwind	B	$1,350	$16,200	$1,377	$16,524	$1,405	$16,854	$49,578
LMD 60 – Artisan	B	$920	$11,040	$938	$11,261	$957	$11,486	$33,787
								2,207,384

ADDITIONAL SERVICES								**Total**
Trash Pick-Up	**2x Per Wk (M/F)**	**2021**		**2022**		**2023**		
		Week	**Annual**	**Week**	**Annual**	**Week**	**Annual**	
Oxnard Trail (LMD 39/46)	52 weeks	$320	$16,640	$326	$16,973	$333	$17,312	$50,925
Pfeiler Park/Pocket Park (LMD 51)	52 weeks	$480	$24,960	$490	$25,459	$499	$25,968	$76,388
								$127,313

								Total
4 Man Crew for Replanting	**Total Hours**	**2021**		**2022**		**2023**		
		Hourly	**Annual**	**Hourly**	**Annual**	**Hourly**	**Annual**	
LMD 3 – Riverridge	40 hours	180	7,200	184	7,344	187	7,491	22,035
LMD 28 - Harborside	20 hours	180	3,600	184	3,672	187	3,745	11,017
LMD 30 – Haas Automation	40 hours	180	7,200	184	7,344	187	7,491	22,035

LMD 33 – El Paseo	20 hours	180	3,600	184	3,672	187	3,745	11,017
LMD 34 – Sunrise Pt/Sunset Cv	20 hours	180	3,600	184	3,672	187	3,745	11,017
LMD 36 – Villa Santa Cruz	20 hours	180	3,600	184	3,672	187	3,745	11,017
LMD 39 – El Sueno Promesa	40 hours	180	7,200	184	7,344	187	7,491	22,035
LMD 40 – Cantada	20 hours	180	3,600	184	3,672	187	3,745	11,017
LMD 42 – Cantabria/Coronado	20 hours	180	3,600	184	3,672	187	3,745	11,017
LMD 43 – Greenbelt	40 hours	180	7,200	184	7,344	187	7,491	22,035
LMD 46 – Daily Ranch	40 hours	180	7,200	184	7,344	187	7,491	22,035
LMD 51 – Pfeiler	40 hours	180	7,200	184	7,344	187	7,491	22,035
LMD 52 – Wingfield	20 hours	180	3,600	184	3,672	187	3,745	11,017
LMD 55 – Wingfield West	20 hours	180	3,600	184	3,672	187	3,745	11,017
LMD 60 - Artisan	20 hours	180	3,600	184	3,672	187	3,745	11,017
								231,366

Contract Grand Total: **$2,566,062**

BID PACKET

CITY OF
OXNARD
CALIFORNIA

FOR

LANDSCAPE MAINTENANCE OF VARIOUS LANDSCAPE MAINTENANCE DISTRICTS (LMD)

BID SPECIFICATION: SD21-04
DUE THURS. OCTOBER 1, 2020 BY 2:00 PM

Submitted by: Terley Garcia

Contractor's Name: Garcia's Landscaping Maintenance Inc.

Address: 2101 Hughes Drive

City: Oxnard State: CA. Zip Code: 93033

Contact Person: Terley Garcia Phone: 805-479-0168

Email: garciasbiz@gmail.com Date: 9-28-2020

BID FOR MAINTENANCE OF VARIOUS LANDSCAPE MAINTENANCE DISTRICTS

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Various Landscape Maintenance Districts ("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 Proposal, or to refrain from Bidding. The Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Proposal 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 Proposal price, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent of such entities, to effectuate a collusive or sham Proposal 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:	Addendum:	Date Received:
#01	9-15-2020	#03	9-15-2020	#05	9-15-2020
#02	9-15-2020	#04	9-15-2020	#06	9-15-2020

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 September 28, 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: 9-28-2020

CITY OF OXNARD PROPOSAL SHEETS FOR MAINTENANCE OF LANDSCAPE MAINTENANCE DISTRICTS BID SPECIFICATION

CURRENT ASSESSMENT DISTRICT BOUNDRIES/AUTHORIZED IMPROVEMENTS

	MONTHLY SERVICE LEVELS Bid Monthly Rate					
Location	A Level of Service[1]	B Level of Service[1]	C Level of Service[1]	D Level of Service[1]	F Level of Service[1]	Total of All Service Levels Proposal[2]
LMD 3 – Riverridge	$ 3,000	$ 2,185	$ 1,980	$ 1,725	$ 1,495	$ 10,385.
LMD 4 – Mandalay Beach/Colony				$ 3,900	$ 3,700	$ 7,600
LMD 10 – Country Club	$ 900	$ 800	$ 700	$ 600	$ 500	$ 3,500
LMD 11 – St. Tropez				$ 900	$ 800	$ 1,700
LMD 12 – Standard Pacific	$ 1,280	$ 960	$ 800	$ 700	$ 600	$ 4,340
LMD 13 – Le Village				$ 1,300	$ 1,000	$ 2,300
LMD 14 – California Cove				$ 2,100	$ 2,000	$ 4,100
LMD 16 – California Lighthouse			$ 1,840	$ 1,610	$ 1,380	$ 4,830
LMD 23 – Greystone				$ 900	$ 800	$ 1,700
LMD 24 – Vineyards			$ 2,500	$ 2,300	$ 2,070	$ 6,870
LMD 25 – The Pointe	$ 1,150	$ 920	$ 690	$ 460	$ 345	$ 3,565
LMD 27 – Rose Island				$ 2,100	$ 2,000	$ 4,100
LMD 28 – Harborside	$ 4,730	$ 3,080	$ 2,640	$ 2,200	$ 1,980	$ 14,630
LMD 30 – HAAS Automation	$ 2,130	$ 1,840	$ 1,610	$ 1,380	$ 1,150	$ 8,110
LMD 31 – Rancho De La Rosa	$ 4,370	$ 3,800	$ 3,450	$ 3,200	$ 2,800	$ 17,620
LMD 32 – Oak Park	$ 690	$ 575	$ 460	$ 400	$ 345	$ 2,470
LMD 33 – El Paseo	$ 1,840	$ 1,670	$ 1,400	$ 1,300	$ 1,200	$ 7,410
LMD 34 - Sunrise Pt/Sunrise Cove	$ 2,760	$ 2,600	$ 2,300	$ 2,000	$ 1,800	$ 11,460
LMD 36 – Villa Santa Cruz	$ 3,300	$ 3,100	$ 2,900	$ 2,700	$ 2,500	$ 14,500
LMD 37 – Pacific Breeze	$ 920	$ 860	$ 575	$ 520	$ 345	$ 3,220
LMD 38 – Aldea Del Mar	$ 3,105	$ 2,875	$ 2,760	$ 2,645	$ 2,300	$ 13,685
LMD 39 – El Sueno Promesa	$ 6,325	$ 5,750	$ 5,520	$ 5,290	$ 5,060	$ 27,945
LMD 40 – Cantada	$ 2,875	$ 2,530	$ 2,300	$ 2,070	$ 1,725	$ 11,500
LMD 41 – Pacific Cove	$ 1,150	$ 865	$ 630	$ 520	$ 300	$ 3,465
LMD 42 – Cantabria/Coronado	$ 4,715	$ 4,485	$ 4,255	$ 4,025	$ 3,680	$ 21,160
LMD 43 – Greenbelt	$ 3,910	$ 3,680	$ 3,565	$ 3,450	$ 3,100	$ 17,705
LMD 46 – Daily Ranch	$ 5,000	$ 4,600	$ 4,140	$ 3,900	$ 3,600	$ 21,240
LMD 49 – Cameron Ranch	$ 3,335	$ 2,875	$ 2,300	$ 2,000	$ 1,300	$ 11,810
LMD 50 – PV Senior Housing	$ 2,185	$ 1,725	$ 1,265	$ 1,035	$ 805	$ 7,015
LMD 51 – Pfieler	$ 4,025	$ 3,680	$ 3,450	$ 3,220	$ 2,990	$ 17,365
LMD 52 – Wingfield	$ 805	$ 690	$ 460	$ 345	$ 230	$ 2,530
LMD 53 – Huff Court				$ 270.	$ 200	$ 470
LMD 54 – Meadow Crest	$ 400	$ 345	$ 290	$ 250	$ 220	$ 1,505
LMD 55 - Wingfield West	$ 1,440	$ 1,150	$ 920	$ 805	$ 690	$ 5,005
LMD 58 – Westwind	$ 1,800	$ 1,350	$ 1,010	$ 760	$ 570	$ 5,490

LMD 60 - Artisan	$ 980	$ 920	$ 805	$ 600	$ 500	$ 3,805
Additional Services[3]						
Trash Pick Up (Additional to regular service)	3x per week (M/W/F)	2x per week (M/F)	1x per week (M)			
Oxnard Trail (Shared Cost LMD 39/46)	$ 480	$ 320	$ 160			
Pfeiler Park & Pocket Park	$ 720	$ 480	$ 240			
4 Man Crew (Hourly Rate)	$ 540	$ 360	$ 180			

Only areas with dollar signs ($) should be completed for calculation.

Service Levels Reference:
Service Level A – Services once per week (52 service visits)
Service Level B – Services once every two weeks (26 service visits)
Service Level C – Services once every three weeks (18 service visits)
Service Level D – Services once per month (12 service visits)
Service Level F – Services once per quarter (4 times per year)

[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]The Contract may be awarded to multiple bidders. Each line of the bid sheet will be totaled across and the lowest bidder for each district will be selected. Additional Services will not be calculated to determine winning bidder. Bid award will be determined based on Current Landscape Maps and corresponding bid.

[3]Additional Services will not be calculated towards bid award and are additive/deductive. Services may or may not be award with the contract and will be based on available funding.

Bidder's Name (Company): Garcia's Landscaping Maintenance Inc. Date: 9-28-2020

Print: Tenley Garcia Signature: Tenley Garcia Title: Secretary

CITY OF OXNARD PROPOSAL SHEETS FOR MAINTENANCE OF LANDSCAPE MAINTENANCE DISTRICTS BID SPECIFICATION

FUTURE PROPSED ASSESSMENT DISTRICT BOUNDRIES/AUTHORIZED IMPROVEMENTS

	MONTHLY SERVICE LEVELS Bid Monthly Rate					
Location	A Level of Service[1]	B Level of Service[1]	C Level of Service[1]	D Level of Service[1]	F Level of Service[1]	Total of All Service Levels Proposal[2]
LMD 3 – Riverridge	$20,500 –	$15,400 –	$11,550 –	$8660 –	$6,500 –	$62,610 –
LMD 4 – Mandalay Beach/Colony	$4,800	$4,400	$4,100	$3,900	$3,700	$20,900
LMD 10 – Country Club	$10,250 –	$7,690 –	$5,770 –	$4,320 –	$3,240 –	$31,270 –
LMD 11 – St. Tropez	$1,475	$1,200	$1,000	$900	$800	$5,375
LMD 12 – Standard Pacific	$15,370 –	$11,530 –	$8,650 –	$6,480 –	$4,860 –	$46,890 –
LMD 13 – Le Village	$5,125 –	$3,850 –	$2,880 –	$2,200 –	$1,620 –	$15,675 –
LMD 14 – California Cove	$15,370 –	$11,530 –	$8,650 –	$6,480 –	$4,860 –	$46,890 –
LMD 16 – California Lighthouse	$2,800 –	$2,400 –	$1,440 –	$1,080 –	$811 –	$8,531 –
LMD 23 – Greystone	$1,250	$1,100	$1,000	$900	$800	$5,050
LMD 24 – Vineyards	$3,500 –	$3,000 –	$1,800 –	$1,350 –	$1,015 –	$10,665 –
LMD 25 – The Pointe	$10,250 –	$7,690 –	$5,770 –	$4,320 –	$3,240 –	$31,270 –
LMD 27 – Rose Island	$2,500	$2,300	$2,200	$2,100	$2,000	$11,100
LMD 28 – Harborside	$4,945 –	$3,220 –	$2,760 –	$2,300 –	$2,070 –	$15,295 –
LMD 30 – HAAS Automation	$3,200 –	$2,400 –	$1,800 –	$1,350 –	$1,015 –	$9,765 –
LMD 31 – Rancho De La Rosa	$10,250 –	$7,690 –	$5,770 –	$4,320 –	$3,240 –	$31,270 –
LMD 32 – Oak Park	$1,280 –	$965 –	$720 –	$540 –	$405 –	$3,910 –
LMD 33 – El Paseo	$2,208 –	$2,004 –	$1,680 –	$1,500 –	$1,350 –	$8,742 –
LMD 34 Sunrise Pt/Sunrise Cove	$3,300 –	$3,100 –	$2,760 –	$2,400 –	$2,070 –	$13,630 –
LMD 36 – Villa Santa Cruz	$5,125 –	$3,850 –	$2,880 –	$2,200 –	$1,620 –	$15,675 –
LMD 37 – Pacific Breeze	$1,920	$1,440	$1,080	$811	$610	$5,861
LMD 38 – Aldea Del Mar	$3,726	$3,342	$3,000	$2,700	$2,300	$15,068
LMD 39 – El Sueno Promesa	$3,200	$2,750	$2,100	$1,600	$1,200	$10,850
LMD 40 – Cantada	$3,300	$2,900	$2,600	$2,350	$1,950	$13,100
LMD 41 – Pacific Cove	$5,125	$3,850	$2,880	$2,200	$1,620	$15,675
LMD 42 – Cantabria/Coronado	$5,125	$4,800	$4,000	$3,500	$3,000	$20,425
LMD 43 – Greenbelt	$3,400	$3,200	$3,100	$3,000	$2,900	$15,600
LMD 46 – Daily Ranch	$10,250	$7,690	$5,770	$4,320	$3,240	$31,270
LMD 49 – Cameron Ranch	$3,335	$2,875	$2,300	$2,000	$1,300	$11,810
LMD 50 – PV Senior Housing	$2,622	$2,070	$1,518	$1,242	$966	$8,418
LMD 51 – Pfieler	$4,025	$3,680	$3,450	$3,220	$2,990	$17,365
LMD 52 – Wingfield	$10,250	$7,690	$5,770	$4,320	$3,240	$31,270
LMD 53 – Huff Court	$640	$480	$360	$270	$200	$1,950
LMD 54 – Meadow Crest	$1,280	$965	$720	$540	$405	$3,910
LMD 55 - Wingfield West	$2,560	$1,922	$1,440	$1,080	$811	$7,813
LMD 58 – Westwind	$1,800	$1,350	$1,010	$760	$570	$5,490

LMD 60 - Artisan	$ 1,175	$ 1,100	$ 960	$ 720	$ 600	$ 4,555
Additional Services[3]						
Trash Pick Up (Additional to regular service)	3x per week (M/W/F)	2x per week (M/F)	1x per week (M)			
Oxnard Trail (Shared Cost LMD 39/46)	$ 480	$ 320	$ 160			
Pfeiler Park & Pocket Park	$ 720	$ 480	$ 240			
4 Man Crew (Hourly Rate)	540	360	180			

All areas with dollar signs ($) should be completed for calculation.

Service Levels Reference:
Service Level A – Services once per week (52 service visits)
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Service Level D – Services once per month (12 service visits)
Service Level F – Services once per quarter (4 times per year)

[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]The Contract may be awarded to multiple bidders. Each line of the bid sheet will be totaled across and the lowest bidder for each district will be selected. Additional Services will not be calculated in determining winning bidder. Future Districts Maps and Future District Bid will not be calculated in bid award. Bid will be applicable if the District changes and adds in new area to their assessment district.

[3]Additional Services will not be calculated towards bid award and are additive/deductive. Services may or may not be award with the contract and will be based on available funding.

Bidder's Name (Company): Garcia's Landscaping Mainterance Inc. Date: 9-28-2020

Print: Tenley Garcia Signature: Tenley Garcia Title: Secretary

Small Local Business Purchasing Preference Program

The City of Oxnard offers a small local business purchasing preference in accordance with City Code section 4-2. If you wish to be considered, please answer the following:

1. Has Contractor held a current City business license for at least 36 months immediately preceding submittal of its bid?

   Select one: (YES) NO

2. Has Contractor maintained its principal business office* for at least 36 months immediately preceding its bid submittal within the City's geographic boundaries?

   Select one: (YES) NO

3. Has Contractor's average annual gross receipts been $20,000,000 or less over the 36 months immediately preceding submittal of its bid?

   Select one: (YES) NO

4. Does Contractor employ fewer than 100 employees?

   Select one: (YES) NO

If you answered "NO" to any of the above questions, you do not qualify for the small local business purchasing preference program and can stop filling out this sheet. You do not need to turn it in. If you answered "YES" to all of the above questions, please continue answering the questions below.

5. Are at least 50% of Contractor's employees Oxnard residents and have they been Oxnard residents for at least 90 days prior to submission of the bid?

   Select one: (YES) NO

6. Does the Contractor intend to hire employees or to subcontract?

   Select one: (YES) NO

If you answered "NO" to question 5, but answered "YES" to question 6, please sign below under penalty of perjury if you agree:

> "The Contractor has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the Contractor's bid, all of whom have subcontracted with or will subcontract with the Contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard."

The City may audit Contractor and its Subcontractors for adherence to this statement.

Name: Tenley Garcia Date: 9-28-2020

Signature: Tenley Garcia Title: Secretary

* A "principal business office" is defined as the place where: 1) the principal officers or owners generally transact business; 2) to which reports are made; 3) from which orders and payments are made; and 4) which the business represents to government authorities as its principal office or principal place of business.

CITY OF OXNARD CALIFORNIA

REQUEST FOR CLARIFICATION NO. 2
Landscaping Maintenance District Bid (LMD)
SD21-04
October 21, 2020

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed: Tenley Garcia Dated: 10/22/20

Print Name: Tenley Garcia Title: Secretary

Company: Garcia's Landscaping Maintenance INC.

Email: garciasbiz@gmail.com

CITY OF OXNARD PROPOSAL SHEETS FOR MAINTENANCE OF LANDSCAPE MAINTENANCE DISTRICTS BID SPECIFICATION

CURRENT & FUTURE PROPSED ASSESSMENT DISTRICT BOUNDRIES/AUTHORIZED IMPROVEMENTS

	MONTHLY SERVICE LEVELS Bid Monthly Rate					
Location	**A Level of Service[1]**	**B Level of Service[1]**	**C Level of Service[1]**	**D Level of Service[1]**	**F Level of Service[1]**	**Total of All Service Levels Proposal[2]**
LMD 47 – Sycamore (Current)	$ 1900.00	$ 1430.=	$ 950.00	$ 760.=	$ 610.=	$ 5,650.=
LMD 47 – Sycamore Place (Future)	$ 2,280.=	$ 1716.=	$ 1,140.=	$ 912.=	$ 732.=	$ 6,780.=

All areas with dollar signs ($) should be completed for calculation.

Service Levels Reference:
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Service Level C – Services once every three weeks (18 service visits)
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[3]Additional Services will not be calculated towards bid award and are additive/deductive. Services may or may not be award with the contract and will be based on available funding.

Bidder's Name (Company): Garcia's Landscaping Maintenance Inc. Date: 10/22/20

Print: Fenley Garcia Signature: [signature] Title: Secretary

Cooper, Jeri <jeri.cooper@oxnard.org>

City of Oxnard Special Districts Bid SD21-04

TENLEY GARCIA <tenley@garciasbiz.com> Thu, Nov 19, 2020 at 10:02 AM
To: "Cooper, Jeri" <jeri.cooper@oxnard.org>
Cc: Adam Smith <adam.smith@oxnard.org>

Hi Jeri,

Yes, they are all correct.

Thank you,

Tenley Garcia
Garcias Landscaping Maintenance Inc.

On Thu, Nov 19, 2020 at 9:22 AM Cooper, Jeri <jeri.cooper@oxnard.org> wrote:

Tenley,

Can you please confirm the below monthly/quarterly total costs based on your email of annual costs to Adam?

LMD 3 RiverRidge - $2095 per month
LMD 10 Country Club - $412.50 per month
LMD 12 - Standard Pacific - $520 per month
LMD 16 CA Lighthouse - $1000 per quarter
LMD 23 Greystone - $742.50 per quarter
LMD 24 Vineyards - $1996.50 per quarter
LMD 25 The Pointe - $880 per month
LMD 31 Rancho De La Rosa - $3234 per month
LMD 33 El Paseo - $1598.33 per month
LMD 34 Sunrise/Sunset - $2535.75 per month
LMD 39 El Sueno Promesa/DR Horton - $4236.66 per month
LMD 50 PV Senior Housing - $1650 per month
LMD 53 Huff Court - $127.50 per quarter.

I am trying to update the staff report and contract. Thanks.

Jeri Cooper, MPA
Project Manager
Special Assessment Districts
City of Oxnard
Office: (805) 200-5334

Please note that the City of Oxnard is closed on alternating Fridays. I will be Out of the Office November 24 - 29, 2020.

Interested in learning more about your Special District and how it is funded? Do you live in an underfunded district?
Visit https://civicmic.com/city-of-oxnard/ for more information and to join the mailing list for Oxnard Special Districts.

---------- Forwarded message ---------
From: **Adam Smith** <adam.smith@oxnard.org>
Date: Thu, Nov 19, 2020 at 9:07 AM
Subject: Fwd: City of Oxnard Special Districts Bid SD21-04
To: Jeri Cooper <jeri.cooper@oxnard.org>

---------- Forwarded message ---------
From: **TENLEY GARCIA** <tenley@garciasbiz.com>
Date: Tue, Nov 17, 2020 at 2:35 PM

Subject: Re: City of Oxnard Special Districts Bid SD21-04
To: Adam Smith <adam.smith@oxnard.org>

Hi Adam,

Attached are some revised numbers.
Let me know if you have any questions/concerns.

I honestly don't know what to do with ST. TROPEZ. They never have money.
What is their budget?

Thank you,

Tenley Garcia
Garcias Landscaping Maintenance Inc.

On Mon, Nov 16, 2020 at 2:42 PM Adam Smith <adam.smith@oxnard.org> wrote:

Hi Tenley,

You are correct. The total cost for that LMD is $9,000 / yr, or $750 / month.

The new proposed total, which includes a reduced service level, would be $5,520 per year.

On Mon, Nov 16, 2020 at 1:39 PM TENLEY GARCIA <tenley@garciasbiz.com> wrote:

Hi Adam,

Can you confirm LMD16-CA Lighthouse. There is a current annual cost of $1260, but I receive $750 per month.
Let me know if this is an error.

Thank you,

Tenley Garcia
Garcias Landscaping Maintenance Inc.

On Thu, Nov 12, 2020 at 2:58 PM Adam Smith <adam.smith@oxnard.org> wrote:

Thank you, Tenley. We appreciate that

On Thu, Nov 12, 2020 at 2:52 PM TENLEY GARCIA <tenley@garciasbiz.com> wrote:

Hi Adam,

Thank you for the positive feedback!
I have spoken to Brian regarding some issues with the LMD's. I will take a look at these and see what we can work out.

I will revise and send them back to you.

Thank you,

Tenley Garcia
Garcias Landscaping Maintenance Inc.

On Thu, Nov 12, 2020 at 12:47 PM Garcia's Landscaping <garciasbiz@gmail.com> wrote:

Thank you.

Garcia's Landscaping Maintenance Inc.
(805)479-0168 Office
(805)485-9627 Fax

---------- Forwarded message ---------
From: **Adam Smith** <adam.smith@oxnard.org>
Date: Thu, Nov 12, 2020 at 10:57 AM
Subject: City of Oxnard Special Districts Bid SD21-04
To: Tenley Garcia <garciasbiz@gmail.com>
Cc: Brian Yanez <brian.yanez@oxnard.org>, Jeri Cooper <jeri.cooper@oxnard.org>

Hi Tenley,

I hope you are doing well. I wanted to connect with you on the bid we received from Garcia's for the landscape maintenance of the City's Landscape Maintenance Districts (LMDs), bid specification SD21-04. I understand that Brian Yanez contacted you a couple of days ago as well.

First, I want to say that working with you and your team has been a positive experience for the City and our residents. The quality and care that Garcia's puts into the maintenance work throughout the City have been appreciated.

As you may or may not be aware, some of our LMDs are "max-assessed," meaning that no matter how much costs may or may not go up year to year or contract to contract, the amount that residents pay on their property tax bills are frozen with no ability to be increased due to increases in utility costs or contract maintenance.

The City would appreciate it if you could review the pricing you have provided for these max-assessed districts and determine if you could lower some of these prices so that the contract maintenance costs do not exceed the district's ability to pay throughout the proposed 3-year agreement.

I have attached a spreadsheet and highlighted in yellow the districts that we are requesting your review.

Thank you in advance for considering this request.

Best,

Adam Smith, MPA | Project Manager
City Manager's Office
300 W. Third St
Fourth Floor
Oxnard, CA 93030
805.385.3918

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Adam Smith, MPA | Project Manager
City Manager's Office
300 W. Third St
Fourth Floor
Oxnard, CA 93030
805.385.3918

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Adam Smith, MPA | Project Manager
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Fourth Floor
Oxnard, CA 93030
805.385.3918

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.

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 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

SAMPLE

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

CERTIFICATE HOLDER

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

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ 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.

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.

SCHEDULE OF SERVICES EXHIBIT

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

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

X **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 Landscaping Maintenance Inc.

2. 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.

3. 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.

4. **Provide a brief written explanation for this product/services. (forms with this field missing will be returned. You may attach a separate sheet if you prefer)**

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 21-04 for maintenance of various Landscape Maintenance Districts. One bid was received from Garcia's Landscaping Maintenance Inc. and was received by the October 1, 2020 deadline. Garcia's Landscaping Maintenance Inc. was the lowest responsible bidder.

5. 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):				
Ongoing Costs (Describe):	$457,036	$847,614	$864,566	$396,846
Annual Total Costs: Add the total by year	$457,036	$847,614	$864,566	$396,846

6. Period of Performance:

From:		To:		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: Requestor Name (Print Name):

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:

Tracking number assigned by the Purchasing Department only.

Tracking #		Not to Exceed Amount:	$	FY:	

REQUEST FOR BUDGET APPROPRIATION

Department: Public Work/Special Districts **Date:** January 5, 2021

Project/Program Manager: Jeri Cooper **Phone:** 805-200-5334

Reason for Appropriation:

Budget appropriation toVarious Landscape Maintenance Districts for Agreement A-8245 for Landscape Services for FY 2020-21.

Accounts and Descriptions		AMOUNT
Fund: 124 - LMD 3 River Ridge		
Expenditures/Transfers Out		
124-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	7,230
	Sub-total Expenditures	7,230
	Net Change to Fund Balance	**(7,230)**
Fund: 128 - LMD 10 Country Club		
Expenditures/Transfers Out		
128-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	225
	Sub-total Expenditures	225
	Net Change to Fund Balance	**(225)**
Fund: 129 - LMD 11 St. Tropez		
Expenditures/Transfers Out		
129-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	1,573
	Sub-total Expenditures	1,573
	Net Change to Fund Balance	**(1,573)**
Fund: 131 - LMD 12 Standard Pacific		
Expenditures/Transfers Out		
131-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	150
	Sub-total Expenditures	150
	Net Change to Fund Balance	**(150)**
Fund: 134 - LMD 13 Le Village		
Expenditures/Transfers Out		
134-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	1,340
	Sub-total Expenditures	1,340
	Net Change to Fund Balance	**(1,340)**
Fund: 143 - LMD 23 Greystone		
Expenditures/Transfers Out		

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

REQUIRES CITY COUNCIL AUTHORIZATION

143-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	135
	Sub-total Expenditures	135
	Net Change to Fund Balance	**(135)**

Fund: 144 - LMD 24 Vineyards

Expenditures/Transfers Out

144-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	363
	Sub-total Expenditures	363
	Net Change to Fund Balance	**(363)**

Fund: 145 - LMD 25 The Pointe

Expenditures/Transfers Out

145-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	480
	Sub-total Expenditures	480
	Net Change to Fund Balance	**(480)**

Fund: 148 - LMD 28 Harborside

Expenditures/Transfers Out

148-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	3,600
	Sub-total Expenditures	3,600
	Net Change to Fund Balance	**(3,600)**

Fund: 151 - LMD 30 Haas Automation

Expenditures/Transfers Out

151-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	7,780
	Sub-total Expenditures	7,780
	Net Change to Fund Balance	**(7,780)**

Fund: 153 - LMD 32 Oak Park

Expenditures/Transfers Out

153-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	150
	Sub-total Expenditures	150
	Net Change to Fund Balance	**(150)**

Fund: 154 - LMD 33 El Paseo

Expenditures/Transfers Out

154-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	3,695
	Sub-total Expenditures	3,695
	Net Change to Fund Balance	**(3,695)**

Fund: 156 - LMD 34 Sunrise Pointe/Sunset Cove
Expenditures/Transfers Out

156-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	3,635
	Sub-total Expenditures	3,635
	Net Change to Fund Balance	**(3,635)**

Fund: 157 - lMD 36 Villa Santa Cruz
Expenditures/Transfers Out

157-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	3,720
	Sub-total Expenditures	3,720
	Net Change to Fund Balance	**(3,720)**

Fund: 158 - LMD 37 Pacific Breeze
Expenditures/Transfers Out

158-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	210
	Sub-total Expenditures	210
	Net Change to Fund Balance	**(210)**

Fund: 159 - LMD 38 Aldea Del Mar
Expenditures/Transfers Out

159-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	750
	Sub-total Expenditures	750
	Net Change to Fund Balance	**(750)**

Fund: 160 - LMD 39 El Sueno Promesa
Expenditures/Transfers Out

160-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	2,773
	Sub-total Expenditures	2,773
	Net Change to Fund Balance	**(2,773)**

Fund: 161-LMD 39 DR Horton
Expenditures/Transfers Out

161-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	1,107
	Sub-total Expenditures	1,107
	Net Change to Fund Balance	**(1,107)**

Fund: 162 - LMD 40 Cantada
Expenditures/Transfers Out

162-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	4,260
	Sub-total Expenditures	4,260
	Net Change to Fund Balance	**(4,260)**

Fund: 163 - LMD 41 Pacific Cove
Expenditures/Transfers Out

163-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	240
	Sub-total Expenditures	240
	Net Change to Fund Balance	**(240)**

Fund: 164 - LMD 42 Cantabria/Coronado
Expenditures/Transfers Out

164-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	4,770
	Sub-total Expenditures	4,770
	Net Change to Fund Balance	**(4,770)**

Fund: 165 - LMD 43 Greenbelt
Expenditures/Transfers Out

165-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	8,260
	Sub-total Expenditures	8,260
	Net Change to Fund Balance	**(8,260)**

Fund: 170-8003 - LMD 46 Daily Ranch
Expenditures/Transfers Out

170-8003-899-8209	CONTRACTS AND SERVICES/OTHER-PROF	12,660
	Sub-total Expenditures	12,660
	Net Change to Fund Balance	**(12,660)**

Fund: 170-8007 -LMD 50 PV Senior Housing
Expenditures/Transfers Out

170-8007-899-8209	CONTRACTS AND SERVICES/OTHER-PROF	900
	Sub-total Expenditures	900
	Net Change to Fund Balance	**(900)**

Fund: 170-8008 - LMD 51 Pfeiler
Expenditures/Transfers Out

170-8008-899-8209	CONTRACTS AND SERVICES/OTHER-PROF	31,040
	Sub-total Expenditures	31,040
	Net Change to Fund Balance	**(31,040)**

Fund: 170-8009 - LMD 52 Wingfield
Expenditures/Transfers Out

170-8009-899-8209	CONTRACTS AND SERVICES/OTHER-PROF	3,780
	Sub-total Expenditures	3,780
	Net Change to Fund Balance	**(3,780)**

Fund: 170-8010 - LMD 53 Huff Court
Expenditures/Transfers Out

170-8010-899-8209	CONTRACTS AND SERVICES/OTHER-PROF	43
	Sub-total Expenditures	43
	Net Change to Fund Balance	**(43)**

Fund: 170-8012 - LMD 54 Meadowcrest
Expenditures/Transfers Out

170-8012-899-8209	CONTRACTS AND SERVICES/OTHER-PROF	270
	Sub-total Expenditures	270
	Net Change to Fund Balance	**(270)**

Fund: 170-8013 - LMD 55 Wingfield West
Expenditures/Transfers Out

170-8013-899-8209	CONTRACTS AND SERVICES/OTHER-PROF	3,900
	Sub-total Expenditures	3,900
	Net Change to Fund Balance	**(3,900)**

Fund: 170-8016 - LMD 58 Westwind
Expenditures/Transfers Out

170-8016-899-8209	CONTRACTS AND SERVICES/OTHER-PROF	180
	Sub-total Expenditures	180
	Net Change to Fund Balance	**(180)**

Fund: 170-8018 - LMD 60 Artisan
Expenditures/Transfers Out

170-8018-899-8209	CONTRACTS AND SERVICES/OTHER-PROF	3,840
	Sub-total Expenditures	3,840
	Net Change to Fund Balance	**(3,840)**
	Net Appropriation Change	**113,059**

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

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

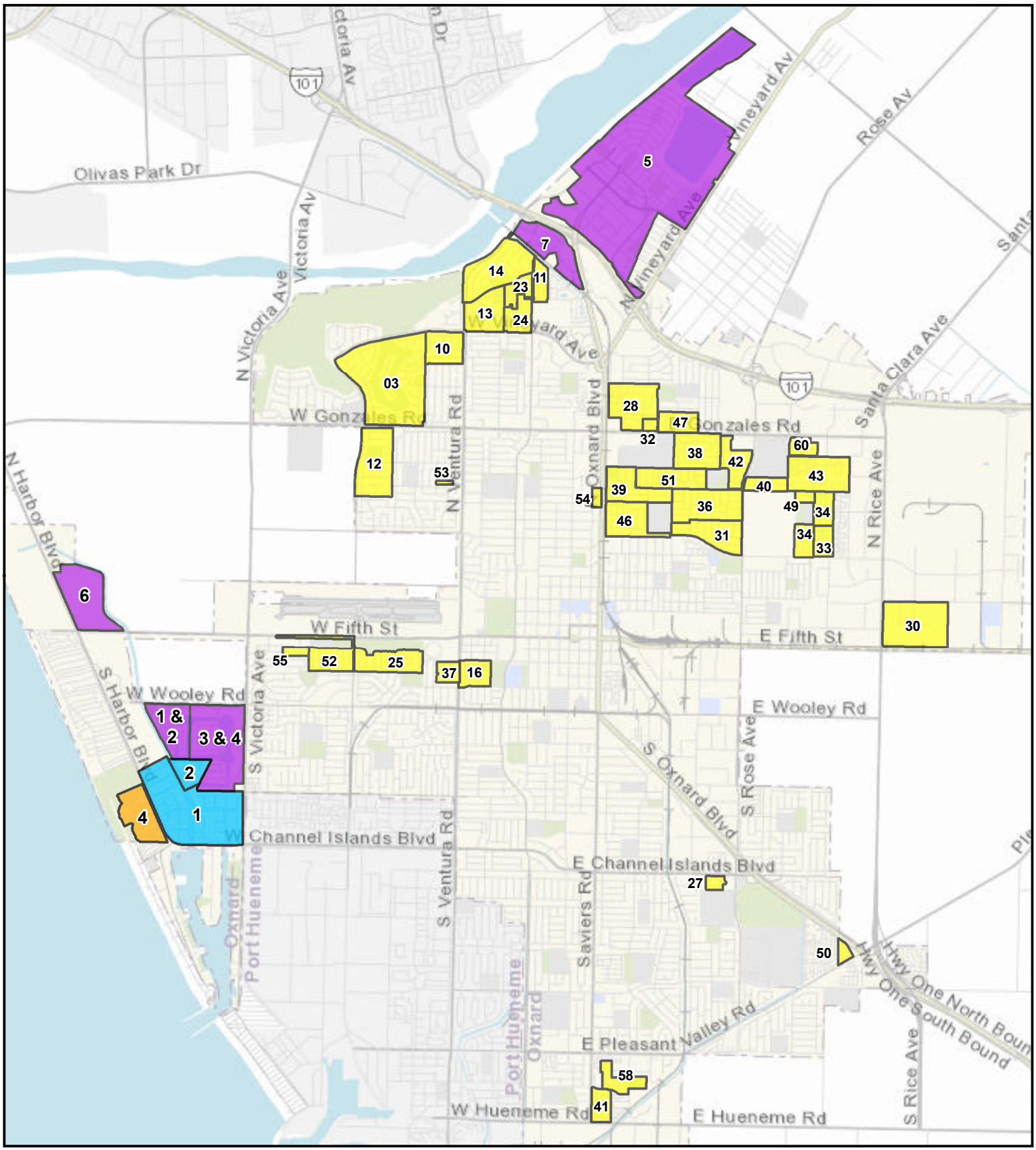
Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

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 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.

N W E S

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

AGREEMENT A-8245 FOR LANDSCAPE MAINTENANCE SERVICES FOR VARIOUS LANDSCAPE MAINTENANCE DISTRICTS

Public Works and Transportation Committee

Jeri Cooper, Special Districts Project Manager

December 8, 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-8245 and negotiated contract authorization with Garcia's Landscaping Maintenance Inc. (Garcia's) in the amount of $2,566,062 for a three-year term ending on December 31, 2023 for landscape maintenance services within various Landscape Maintenance Districts;

2. Approve and authorize an additional contract allocation in the amount of $256,606 to be used for any needed increased level of services and dependent on funding availability; and

3. Authorize the City Manager to approve a budget appropriation in the amount of $113,059 from available fund balance from various Landscape Maintenance Districts.

BACKGROUND

- Special Districts Division manages 36 Landscape Maintenance Districts (LMD) and one (1) Maintenance Assessment District (MAD)

- These LMD/MADs (Districts) contain routine maintenance and improvements that add value and enhance the aesthetic qualities of the districts

- All parcels within these districts are assessed by the City for the annual cost of landscape maintenance services

- Service levels vary in each district based on available funding

DISCUSSION

- September 15, 2020: City issued a request for bid for landscape maintenance services and Garcia's was the lowest bidder
- Services range from bi-monthly to quarterly service
- Total cost for this agreement with Garcia's is $2,566,062 plus an additional contract amount of $256,606 for three (3) years

Table 1

LANDSCAPE MAINTENANCE DISTRICTS SERVICES AND COSTS					
SERVICES	**FY 2021 (6 mo.)**	**FY 2022**	**FY 2023**	**FY 2024 (6 mo.)**	**TOTAL**
Landscape Maintenance	$360,636	$728,487	$743,055	$375,206	$2,207,384
Additional Services	$20,800	$42,016	$42,856	$21,640	$127,312
Replanting Projects	$75,600	$77,112	$78,654	$0	$231,366
TOTAL CONTRACT	$457,036	$847,615	$864,565	$396,846	$2,566,062
Additional Amount	TBD	TBD	TBD	TBD	$256,606

FINANCIAL IMPACT

- Some districts require a budget appropriation from available fund balance in the total amount of $110,834 for various LMDs
- There is no impact to the General Fund

FINANCIAL IMPACT

Table 2

#	DISTRICT	FUND	FY 2021 Spending Plan (6 mo.)	FY 2021 Available Budget Balance	FY 2021 Appropriation Amount (Rounded)	Available Fund Balance 6/30/20
1	LMD 3 – River Ridge	124	$16,710	$12,540	$7,230	$194,110
2	MAD 4 - Mandalay Beach/Colony	125	$7,400	$9,900	$0	$54,409
3	LMD 10 – Country Club	128	$2,475	$2,250	$225	$15,882
4	LMD 11 – St. Tropez	129	$1,600	$27.50	$1,573	$2,248
5	LMD 12 – Standard Pacific	131	$3,120	$2,970	$150	$21,387
6	LMD 13 – Le Village	134	$2,000	$660	$1,340	$16,874
7	LMD 14 - CA Cove	132	$4,000	$7,500	$0	$24,417
8	LMD 16 - CA Lighthouse	133	$2,000	$4,500	$0	$20,125$
9	LMD 23 – Greystone	143	$1,485	$1,350	$135	$4,579
10	LMD 24 – Vineyards	144	$3,993	$3,630	$363	$21,159
11	LMD 25 – The Pointe	145	$5,280	$4,800	$480	$25,869
12	LMD 27 - Rose Island	147	$4,000	$6,000	$0	$21,021
13	LMD 28 – Harborside	148	$22,080	$18,480	$3,600	$257,075
14	LMD 30 – Haas Automation	151	$18,240	$10,460	$7,780	$257,075
15	LMD 31 - Rancho De La Rosa	152	$19,404	$18,480	$0	-$14,054
16	LMD 32 – Oak Park	153	$3,450	$3,300	$150	$125,917
17	LMD 33 – El Paseo/Rio Del Sol	154	$13,190	$9,495	$3,695	$62,678

FINANCIAL IMPACT

#	DISTRICT	FUND	FY 2021 Spending Plan (6 mo.)	FY 2021 Available Budget Balance	FY 2021 Appropriation Amount (Rounded)	Available Fund Balance 6/30/20
18	LMD 34 – Sunrise Pt/Sunset Cove	156	$18,815	$15,180	$3,635	$104,145
19	LMD 36 – Villa Santa Cruz	157	$22,200	$18,480	$3,720	$279,605
20	LMD 37 – Pacific Breeze	158	$5,160	$4,950	$210	$177,348
21	LMD 38 – Aldea Del Mar	159	$17,250	$16,500	$750	$182,299
22	LMD 39 – El Sueno Promesa	160	$26,982	$24,209	$2,773	$252,937
	LMD 39 – DR Horton	161	$9,798	$8,861	$1,107	$154,692
23	LMD 40 – Cantada	162	$18,780	$14,520	$4,260	$292,422
24	LMD 41 – Pacific Cove	163	$5,190	$4,950	$240	$47,834
25	LMD 42 – Cantabria/Coronado	164	$30,510	$25,740	$4,770	$788,512
26	LMD 43 – Greenbelt	165	$29,280	$21,020	$8,260	$249,161
27	LMD 46 – Daily Ranch	170-8003	$38,960	$26,300	$12,600	$292,656
28	LMD 47 - Sycamore Place	170-8004	$8,580	$8,580	$0	$151,626
29	LMD 49 - Cameron Ranch	170-8006	$2,600	$7,200	$0	-$63,672
30	LMD 50 – PV Senior Housing	170-8007	$9,900	$9000	$900	$31,790
31	LMD 51 – Pfeiler	170-8008	$41,760	$10,720	$31,040	$545,610
32	LMD 52 – Wingfield	170-8009	$7,740	$3,960	$3,780	$323,068
33	LMD 53 – Huff Court	170-8010	$255	$212	$43	$11,715
34	LMD 54 – Meadowcrest	170-8012	$2,070	$1,800	$270	$54,351
35	LMD 55 – Wingfield West	170-8013	$10,500	$6,600	$3,900	$43,880
36	LMD 58 – Westwind	170-8016	$8,100	$7,920	$180	$180,238
37	LMD 60 – Artisan	170-8018	$9,120	$5,280	$3,840	$24,544
	TOTALS		**$457,036**	**$358,115**	**$113,059**	**$5,215,407**

QUESTIONS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: December 8, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Intelligent Transportation System (ITS) and Traffic Signal System Update. (10/10/10)

RECOMMENDATION

That the Public Works and Transportation Committee receive a report on the status and upcoming work for the City's Intelligent Transportation System (ITS) and Traffic Signal System.

BACKGROUND

The City has invested heavily in creating a traffic signal system that is capable of handling the traffic challenges arising from 21st century demands. Efforts to modernize the signal system through a master planned effort date back over 20 years with periodic investments occurring to advance the intelligence of the system as necessary.

Attachment 1 includes a report and update on the status of the City's Intelligent Transportation System (ITS). This system is comprised of the traffic signal system, communication facilities, staffing and other resources. Current and future projects are discussed along with known deficiencies and opportunities for improvements.

DISCUSSION

In 2008, the City developed the current ITS Master Plan to provide a road map to help identify and prioritize improvements to the City's transportation network. These improvements focus on transportation system infrastructure to enhance mobility and safety for the traveling public within the Oxnard region. The Master Plan primarily focuses on the traffic signal control system but also has other long range systems the City might benefit from. Prior to the 2008 Master Plan, the City already had a functioning traffic signal coordination system; however, a new integrated plan was needed to help coordinate direction for the next 10-15 years of investment and make sure there was a consolidated direction for funding and project prioritization.

The primary functions of the ITS are: 1) to assist staff in daily monitoring of the City's traffic signal operations and the orderly movement of traffic; 2) to help detect and identify signal malfunctions including damaged loop detectors; and 3) reduce response times to those malfunctions or other incidents that affect operations. The system is designed to use field detection devices (loops and cameras) to collect traffic data that is used to monitor traffic. Staff can then use this data to conduct traffic analysis or needed timing modifications to react to traffic flow. Isolated cameras are installed that staff can review daily conditions to coordinate system performance and remotely observe traffic flows.

Communication is a critical component of any intelligent traffic system. The Master Plan identified significant upgrades to the City's communication lines, primarily upgrading to fiber optic, to enhance data communication capabilities and reliability. Subject to communication continuity, the system can be used to monitor field conditions during an emergency or special event that may require special traffic operations and change in timing patterns.

Attachment 1 provides an update report on the status of the ITS and Traffic Signal system for the City of Oxnard. It is divided into three (3) sections:

1. Status of City ITS and other Traffic Infrastructure – a background and work completed to date summary

2. Current Projects and Programs – a summary of capital improvement projects and other programs that are currently underway to maintain, rehabilitate and modernize traffic signal system infrastructure including the Adaptive Traffic Signal upgrade project

3. Other ITS Issues – discussion of existing program issues including staffing, maintenance resource limitations and future system planning needs

Significant work in creating the backbone of the ITS system has been completed by the City. Under ITS Master Plan guidance, the City designed and constructed two (2) major phases of ITS system projects; one occurring in 2013 and one in 2016 that improved the Oxnard Boulevard corridor that was relinquished by Caltrans. The Traffic Management Center (TMC) has been completed, over 32 miles of fiber optic communication lines have been installed and many of the traffic signal controllers have been upgraded to communicate with the TMC.

Additional projects currently underway include investments in modernizing traffic signal equipment such as battery backup units, changing out problematic signal equipment, mitigating safety issues such as left turn conflicts and installing the first adaptive signal control along two (2) corridors.

Finally, the report discusses issues of existing and needed resources, such as staffing, training and asset management that are necessary to create and sustain a successful ITS system for the City.

STRATEGIC PRIORITIES

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

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

Objective 4a. Implement CIP plans.

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

FINANCIAL IMPACT

There is no fiscal impact to receiving this update report.

As part of the 2020-2025 Five Year Capital Improvement program adopted by Council in June of this year, over $2.4 million has been identified that will be programmed to modernize isolated traffic signal equipment to enhance operational reliability, communication and the timing at each location. Some of the work anticipated to be completed as part of these projects include:

It is important to note that twelve years have now passed since the development of the ITS Master Plan. Technology has progressed since that time (after all, the iPhone was only one year old in 2008) and an update to the Master Plan is warranted to help direct City investments for the next decade of system enhancements. In April of 2020, an update to the City's Transportation Impact Fee program was adopted by Council. As part of that update, the fee program included $250,000 for use in updating the ITS Master Plan throughout the life of the fee program which will be appropriated in an upcoming budget process.

Prepared by: Timothy Bochum, City Traffic Engineer, Tatiana Arnaout, City Engineer

ATTACHMENTS

1. ITS and Traffic Signal System Update Report
2. ITS Master Plan Update Presentation

MEMO

CITY OF OXNARD CALIFORNIA

October 20, 2020

TO: Rosemarie Gaglione
Public Works Director

FROM: Timothy Scott Bochum, TE
City Traffic Engineer

SUBJECT: Update on Intelligent Transportation System

EXECUTIVE SUMMARY

This memorandum provides an update on, and my observations over my first two months regarding the status of the City's Intelligent Transportation System (ITS). This system is comprised of the City's traffic signal system, communication facilities, staffing and other resources that support our efforts. Smart traffic systems are critical for quality of life, economic productivity and the environment. ITS plays a crucial role in making the existing traffic network run as efficiently as possible in order to maximize roadway capacity, enhance the mobility and safety of road users, reduce greenhouse gas emissions and help promote economic activity through system efficiencies.

Oxnard is a relatively built out city with many of our arterial and collector streets impacted by antiquated street design, limited right of way expansion possibilities and intersection spacing issues. Optimizing the traffic system components to run as efficiently as possible can offset the need for significant street widenings or other costly improvements that may be necessary to address current congestion levels, accommodate future development needs and reduce long term maintenance costs for the City.

Overall, the City has done a good job of investing in the capital upgrades needed to develop a successful coordinated signal system however, improvements to the system have taken longer than expected. Due to budget constraints, dedicated staffing for the traffic signal system has not been possible in the past and this has led to slower implementation of projects and daily changes that could benefit the public. Additionally, like so many underfunded programs for the City, investments in modernizing and replacing older equipment in the signal system have been lower than needed and over time continue to affect daily reliability of the system. The FY 2020-25 Capital Improvement Program has begun investments in these improvements and hopefully, with the passage of Measure E, additional financial assistance can be provided.

As discussed at the end of this report, the state of transportation systems is evolving. Issues of autonomous vehicles, electrification and shared mobility are all crucial issues Oxnard will need to consider as we move into the next stages of our transportation systems and financial investments.

BACKGROUND

Intelligent traffic system management is used to regulate city traffic through a connected, coordinated and managed network of signals and other components. It uses sensors and traffic signals to monitor, control and respond to traffic conditions as well as change daily efficiencies of the network system.

The City has invested heavily in creating a traffic signal system that is capable of handling the traffic challenges arising from 21st century demands. Efforts to modernize the signal system through a master planned effort date back over twenty years with periodic investments occurring to advance the intelligence of the system.

In 2008, the City developed the current ITS Master Plan to provide a road map to help identify and prioritize improvements to the City's transportation network. These improvements focus on transportation system infrastructure to enhance mobility and safety for the traveling public within the Oxnard region. The Master Plan primarily focuses on the traffic signal control system but also has other long range systems the City might benefit from. Prior to the 2008 Master Plan, the City already had a functioning traffic signal coordination system however a new integrated

plan was needed to help coordinate direction for the next 10-15 years of investment and make sure there was a consolidated direction for funding and project prioritization.

The primary functions of the ITS are:

1) to assist staff in daily monitoring of the City's traffic signal operations and the orderly movement of traffic,
2) reduce pollution by limiting traffic james and unnecessary stops for vehicles
3) to help detect and identify signal malfunctions including damaged loop detectors, and
4) reduce response times to those malfunctions or other incidents that affect operations.

The system is designed to use field detection devices (loops and cameras) to collect traffic data that is used to monitor traffic. Staff can then use that data to conduct traffic analysis or needed timing modifications to react to traffic flow. Isolated cameras are installed that staff can review daily conditions to coordinate system performance and remotely observe traffic flows.

Communication is a critical component of any intelligent traffic system and the Master Plan identified significant upgrades to the City's communication lines, primarily upgrading to fiber optic, to enhance data communication capabilities and reliability. Subject to communication continuity, the system can be used to monitor field conditions during an emergency or special event that may require special traffic operations and change in timing patterns.

Finally, it is important to note that twelve years have now passed since the development of the ITS Master Plan. Technology has progressed since that time (afterall, the iPhone was only one year old in 2008) and an update to the Master Plan is warranted to help direct City investments for the next decade of system enhancements. Issues of how the CIty's ITS will incorporate autonomous vehicles, electric vehicles and shared mobility efforts should be included in the study. In April of 2020, an update to the City's Transportation Impact Fee program was adopted by Council. As part of that update, the fee program included $250,000 for use in updating the ITS Master Plan throughout the life of the fee program.

STATUS OF INTELLIGENT TRANSPORTATION SYSTEM AND OTHER INFRASTRUCTURE

In August of this year the City Traffic Engineer position was finally filled after being vacant for several months. This position has historically overseen the daily operation of the traffic signal system and has helped coordinate projects that implement ITS infrastructure. Since arrival with the City, the City Traffic Engineer conducted a cursory review of the current condition of the traffic signal system and a summary of the ITS Master Plan is discussed below.

Work completed to date

Significant work in creating the backbone of the ITS system has been completed by the City. Under ITS Master Plan guidance, the City designed and constructed two major phases of ITS system projects. The first occurred in 2013 and completed improvements to most City controlled locations including significant communication interconnect installations. The second in 2016 focused on Oxnard Boulevard corridor which had been recently relinquished by Caltrans to the City. A summary of the work includes:

- Construction of the Traffic Management Center (TMC)
- Upgrade of 159 traffic signal controllers that needed new ethernet capabilities
- Installation of 24 Closed Circuit TV (CCTV) cameras
- Installation of 16 Video Detection Systems primarily for surveillance purposes
- Fiber and wireless communication to city buildings (16 fiber and 4 wireless connections)

Most significantly, the City has incorporated 32 miles of fiber optic communication network as the primary backbone of the ITS system and connected the majority of the field traffic signal controllers to the TMC.

Recently, as part of the traffic signal installation at the intersection of Rose Avenue/Gary Drive, traffic signal interconnect was extended on Rose Avenue an additional 4,000 feet to connect all intersections between Channel Islands and Bard Road.

The TMC was constructed to provide a central location for staff to monitor traffic signals within the City. The TMC is located in the Service Center building and allows management of all traffic signal equipment, loop and video detection as well as the video networks (CCTV cameras)

throughout the city. Signal timing and coordination plans can be monitored and, subject to available staffing, adjusted as necessary to respond to daily needs.

Figure 1 - Transportation Management Center

The backbone communication system of the ITS and TMC operate consistently on a daily basis but can be limited due to the intermittent operation of equipment at isolated signal locations. Many traffic signals have been in place for many years and the hardware inside the controller cabinets can be dated and problematic. Electrical systems may have been damaged over time or individual wiring conductors may have been cut and repaired reducing effectiveness of operation. As such, intermittent communications can occur that sometimes require manual resets in the field to reestablish central communications with the TMC or otherwise not allow the signals to communicate with the master controllers until fixed. Additionally, loop detectors are often damaged due to construction or other causes that can affect the ability of staff to monitor traffic conditions and have the signals operate as efficiently as possible.

CURRENT PROJECTS AND PROGRAMS

As part of the 2020-2025 Five Year Capital Improvement program adopted by Council in June of this year, over $2.4 million has been identified that will be used to modernize isolated traffic signal equipment to enhance operational reliability, communication and the timing at each location. Attachment 1 describes these projects. Some of the work anticipated to be completed as part of these projects include:

Traffic Signal Modernization (2020-2025)

The Traffic Signal Modernization Project is a significant investment to retrofit old and unreliable equipment in the traffic signal system. Because of age, many signals have equipment that can be unreliable and cause disruptions to communications or operations. Some of the projects that will be implemented include changes to hardware and system equipment. Some have to do with timing changes to help the users of the system.

A full retrofit of a traffic signal (new poles, cabinet, detectors, wiring, etc) can range from $75,000- $125,000 per approach for a typical intersection. That cost could be more depending upon the traffic phases of each approach, street widths or right of way limitations and American Disability Act (ADA) upgrade requirements. The city has programmed about $560,000 per year to begin work on modernizing the system.

Figure 2 - Examples of Damaged Signal Equipment Needing Replacement And Upgrade

Badly eroded and weather damaged electrical service cabinet

Corroded conduit and damaged conductor wires needing replacement

With over 160 traffic signals, projects will be implemented on a priority basis but a long term, sustained investment will be necessary to bring the system up to a state of good repair. Here

are some of the current projects underway to address these issues and some being undertaken for consideration:

Battery Backup Replacement - Phase 1 (2020)

Battery backup systems at each traffic signal intersection are an important component in ensuring the continued operations of the signals during periodic and moderate power outages. Many of the existing battery backup units in the City's signal system are old and inefficient. These units have difficulty providing the necessary power supply during outages and some units have difficulty holding a charge.

Figure 3 - New Battery Back Up Power Supply Units

Newly attached Battery Cabinet removes batteries from inside the signal cabinet for safety purposes.

New Rack Mounted Battery and Backup Power Supply

The City is currently working on installing 31 new replacement battery backup units at critical locations in order to ensure that the systems can power signals during Outage events. This project is under construction with an estimated completion date of December 2020. Additional backup units will be scheduled for replacement in future phases.

Enhanced Pedestrian, Bicycle and other Traffic Signal Timing Updates (2020-2021)

Many of the City's traffic signal timing coordination plans are dated with some being over 10 years old. Some corridors have remained similar during that period while others have changed

significantly. Signal timing is the single most effective means of improving corridor and intersection traffic flow. Enhancements in pedestrian clearance times along with vehicle yellow and all red clearance intervals can significantly improve safety for users of our roadway systems. Staff will be updating individual intersections, corridor and other area timing plans to improve operations and provide better coordination along City streets. Retiming signals and developing new coordination plans can be costly depending upon data collection needs, so most of this work will be phased over time and will require assistance from consultant services.

Fiber Optic Communication Gap Closures (2020-2021)

There are existing gaps in the traffic signal fiber optic communication system that need to be closed. Staff has been working with development projects in the vicinity of these gaps to complete fiber optic cable extension as part of project construction. Two projects are currently under construction and will be completing work in the next 6-12 month period.

- River Park Area North - The Wagon Wheel development will install fiber optic connections to the existing terminus on Ventura Avenue getting fixed line communication to six signals in this area.
- Wooley Road Extension - Fiber optic lines are being extended along Wooley Road to Harbor Blvd. increasing the network by an additional 1,750 feet. Once complete, this connection will allow for future extension to signals along the Harbor Blvd. corridor completing the ring of fiber cable in this area.

Traffic Signal Modifications(2020-2021)

The City will be undertaking modifications at twelve (12) traffic signal locations to upgrade equipment to improve safety. These projects are funded with the assistance of traffic safety grants received from the State of California. Two separate projects (currently completing design) will modify locations by installing new traffic signal controllers, cabinets and associated hardware, new detection equipment and other safety changes at each location. These projects will be constructed in 2021 and include the following locations (See Attachment 2 for map):

- Oxnard Boulevard/Fifth St
- Saviers/Elm Street
- Saviers/Bryce Canyon
- Saviers/Pleasant Valley Road
- Saviers/Bard Rd
- Oxnard Boulevard/Date Street
- Oxnard Boulevard/4th Street
- Oxnard Boulevard/7th Street
- Ventura Road/7th Street
- Channel Islands Boulevard/J Street
- Channel Islands Boulevard/Cloyne Street
- Channel Islands Boulevard/Statham Bl

Figure 4 - Examples of Traffic Signal Modification
Damaged Signal Head to be replaced and upgraded for Safety Improvement (Ventura Road at 7th Street)

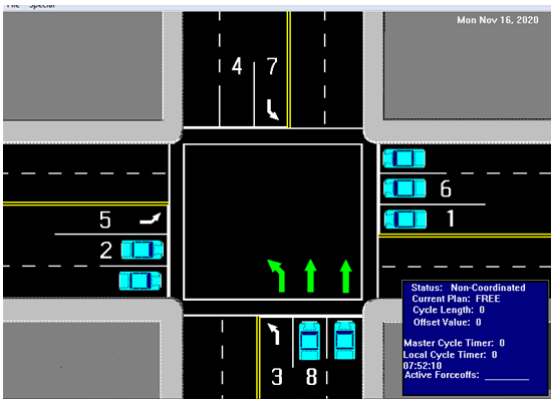
Adaptive Traffic Signals (ATS) - Pilot Project (2020-2021)

The City is under construction with its first adaptive traffic signal pilot project. This project will implement specialized traffic signal control along Rose Avenue and Gonzales Road for 33 signalized intersections. The project is very complex in comparison to existing coordinated time of day operations the City currently conducts. For this reason the pilot project has been separated into two project phases to enhance construction and delivery of project components.

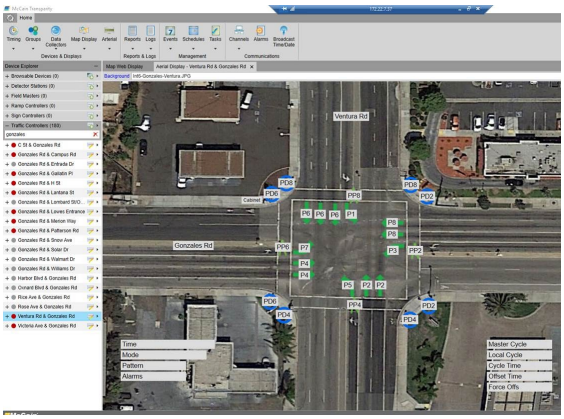
ATS Phase 1 (2020)

Field traffic signal controller equipment will be upgraded to the state of the art new “Flex” controllers that can provide adaptive signal control. Current traffic signal timing programs will be upgraded into each controller and they will be installed at the 33 locations along Rose and Gonzales. The current traffic signal coordination program in the TMC will be upgraded to the new *Transparity* software that provides adaptive capabilities for coordinated flow. This project is under construction now with all 33 controllers having been delivered and awaiting timing installation by the contractor. The centralized computer system is being installed and is anticipated to be complete by year end.

Figure 5 - Upgrade to Traffic Signal Control System Software



Current Bitrans System Intersection Display



Upgraded Transparity - Traffic Management System Intersection display

ATS Phase 2 (2021)

Phase 2 of the Pilot project will be the traffic signal timing design and upgrade in detection equipment necessary to provide adaptive signal operations. This phase of the project has been delayed due to COVID 19 impacts in field conditions (traffic volumes) for data collection to complete coordinated plan preparation. The project will also require additional detectors to be installed for each approach lane and some midblock locations. This work is scheduled to begin solicitation of consultant services at the end of this year

and design and construction occuring in 2021. As part of the project, corridor objectives will be established and measures of effectiveness (MOE's) will be used to gauge the effectiveness of adaptive control for consideration in future expansion efforts.

OTHER ITS ISSUES

Capital investments are not the only issues the City needs to consider in creating, maintaining *and* sustaining the ITS system. Traffic signal systems are only as good as the staffing resources that provide daily operation and support for the system. Effective ITS may need to be staffed during special events, weekends or times of day other than current levels. Maintenance is critical and equipment failures and damages need to be repaired in short order otherwise effectiveness of the system cannot be achieved. Finally, issues such as staff turnover, experience, system knowledge, per person coverage area, and hours of operation all affect the delivery of successful ITS operations. Some of the critical issues that should be addressed include:

Staffing - It is very important to note that due to budget constraints the City has not had sufficient staff to fully operate the TMC/ITS and take full advantage of its capacities. As a result, many of the signal improvement projects, daily timing adjustments, responses to Oxnard 311 requests and other necessary functions have taken longer than anticipated.Many cities that have undertaken intelligent signal systems of this kind have multiple staff dedicated to daily oversight of the systems.

Optimized utilization of the system requires constant monitoring and operating by a well-trained staff. At least one full time staff member should oversee and be in charge of the system on a daily basis. Currently the ITS operations of the City are provided by part time allocations of staff and augmented by consultant services.

The City is currently recruiting a senior traffic engineer position that will help with ITS coverage but ideally, the City should set a goal of one fully dedicated full time, and one part time position to staff the traffic signal system and office operations. Even with this position filled there continues to be the need to use outside assistance to keep up with daily demands. Consulting

services can assist in this area both on an as need-basis or on-call service however, these costs can become expensive over time at approximately 2-3 times the cost of in-house staff.

Traffic System Maintenance - The City currently has three full time positions that provide traffic signal system, street lighting and other electrical maintenance of field infrastructure. The City has over 164 traffic signals, miles of interconnect cable, multiple video cameras and other equipment that needs maintenance and response on a daily basis. The employee per signal ratio is below industry recommendations and significantly below when a staff member is absent or we are short of staff. The age of the system also creates a critical demand in maintenance needs with higher than necessary callouts and preventive maintenance being experienced. The modernization projects will help in this area but will take a number of years to address systemic issues. Ultimately the City should undertake a review of these operations and determine if more investment in resources is warranted to ensure that return on the capital investment into the ITS system is achieved ***and*** sustained.

Staff Training - The level of sophistication that the City is setting as a goal requires staff to be highly trained and knowledgeable about systems and infrastructure. Initial training in the ITS and Adaptive Traffic systems will occur with project implementation. However, long term sustained training and education is necessary to support a capable and effective staff. Traffic equipment, devices, and programs continue to change at a very rapid rate. The City will need to establish operating funds necessary to provide this training and maintain it over time if the system is to be successful and not become antiquated.

ITS Master Plan Update (2021) - What will be the future transportation system of the city?
As explained earlier in this report, the current ITS Master Plan was adopted in 2008 with much of the background from 2007 or earlier. The City should consider funding an update to the ITS Master Plan in the FY 21-22 Financial Plan to update this critical guidance document and forecast the next decade of ITS investment. Funding for an update to the Master Plan was included in the recent update to the City's Traffic Impact Fee that can be used to fund the study.

The ITS Update will need to consider emerging trends and technologies that are becoming more common and may change significantly how people move on a daily basis. Issues such as

vehicle autonomy, electrification and the shared mobility companies that have arisen are creating new lifestyles that put transportation and mobility center-stage in potential new travel choice. While COVID-19 has definitely impacted the rate of change for some of these transportation components, there is little doubt that significant change will result in the future in how cities provide mobility and access to its residents, businesses and visitors. The following are some issues the ITS Update and Council should consider in its planning efforts.

Autonomous and Connected Vehicles. Much attention has been given to “autonomous vehicles”(AV) and speculation on their potentially disruptive impact on the transportation and parking industry. Large cities are investing in integration of AV infrastructure to prepare for the eventual use of these mobility devices in the public realm. Substantial private investment and research is being made in AV technology, and there is work in the regulatory, legal and transportation spheres to advance future AV use. How and when this all transpires remains to be seen and the potential effect on transportation is debatable at this point in time.

These changes could happen sooner rather than later and will be based largely upon market demand and cost. Many transportation futurists worry that a network of autonomous vehicles circling around waiting for their owners or other users will create significant congestion and lead to greater pollution. What will Oxnard's role and policy objectives be in the use of AV for transportation needs? Are there program areas, such as parking efficiency and use, that could benefit from investments in connected vehicle infrastructure that utilizes the City’s ITS? Are there social equity issues the City should consider as Av and other issues begin to change the way people access the transportation system.

Shared Mobility Programs and Devices. Prior to COVID-19, daily news was filled with reports of the changing dynamics of shared transportation systems. Uber, Lyft and other Transportation Network Companies (TNC), bike, scooter, skateboard and other shared systems were being implemented at breakneck speed throughout the country and municipalities were addressing issues on a daily basis; many times in a reactionary mode. Even though COVID-19 impacts have delayed or temporarily halted some of these shared services, it is only a matter of time before cities again see their market demand increase from the public.

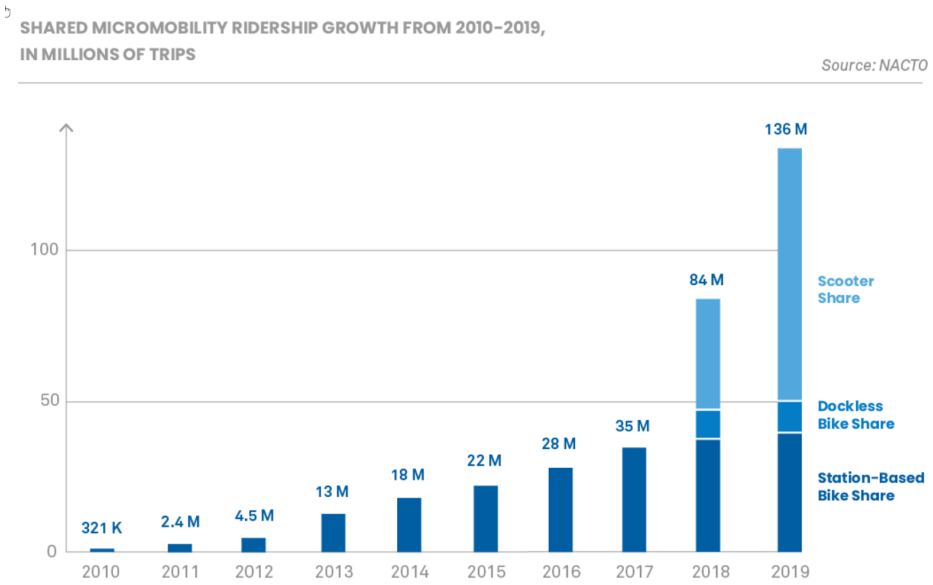


Figure 6 - Recent Growth Trends In Micromobility (pre COVID)
Source: 2020 National Association of City Transportation Officials (NACTO)

Public support for ridesharing companies such as Uber and Lyft remain high with expectations that system use will again increase as COVID passes. What role will TNC and other shared services play in the future transportation needs of the City of Oxnard? What traffic or curbside management will be needed, or other parking changes necessary, to accommodate future demand of these types of shared mobility systems and make them successful in Oxnard? How will the City's ITS help coordinate these activities or should private enterprise spur system success?

Vehicle Electrification. Industry experts are concerned that if autonomous vehicles are ultimately used to provide additional trips *without* an increase in shared trips, there could be an increase in overall trips and congestion. In other words, if our future includes one-way trips with vehicles being dispatched home or to another location during non-use, then Vehicle Miles Traveled (VMT) could increase in our roadway system to the detriment of increased mobility and access.

One mitigation to the issue of increased pollution created by more VMT is the continued evolution to zero emission vehicles for GHG emission reductions. While the private market and cost of vehicles will ultimately dictate how quickly EV penetrate the market, many cities are promoting EV by tying EV information directly into their transportation systems. Many companies that provide EV charging locations have mobile and online information systems that can help promote EV use particularly for trip planning. Cities are now integrating their information systems with the private market to provide greater knowledge and coordination for end users. What will Oxnard's role be in promoting these systems within the City? What public infrastructure will the City invest in to create equity in access to these systems?

Reimagining City Streets and Public Space. While it may be many years away, it is never too early to plan for the future. If the new ways of conducting transportation services is successful (i.e. VMT is reduced, we have lower traffic volumes, and we move people more efficiently) it begs an important question:

Will we be able to repurpose part of our public infrastructure, and for what use?

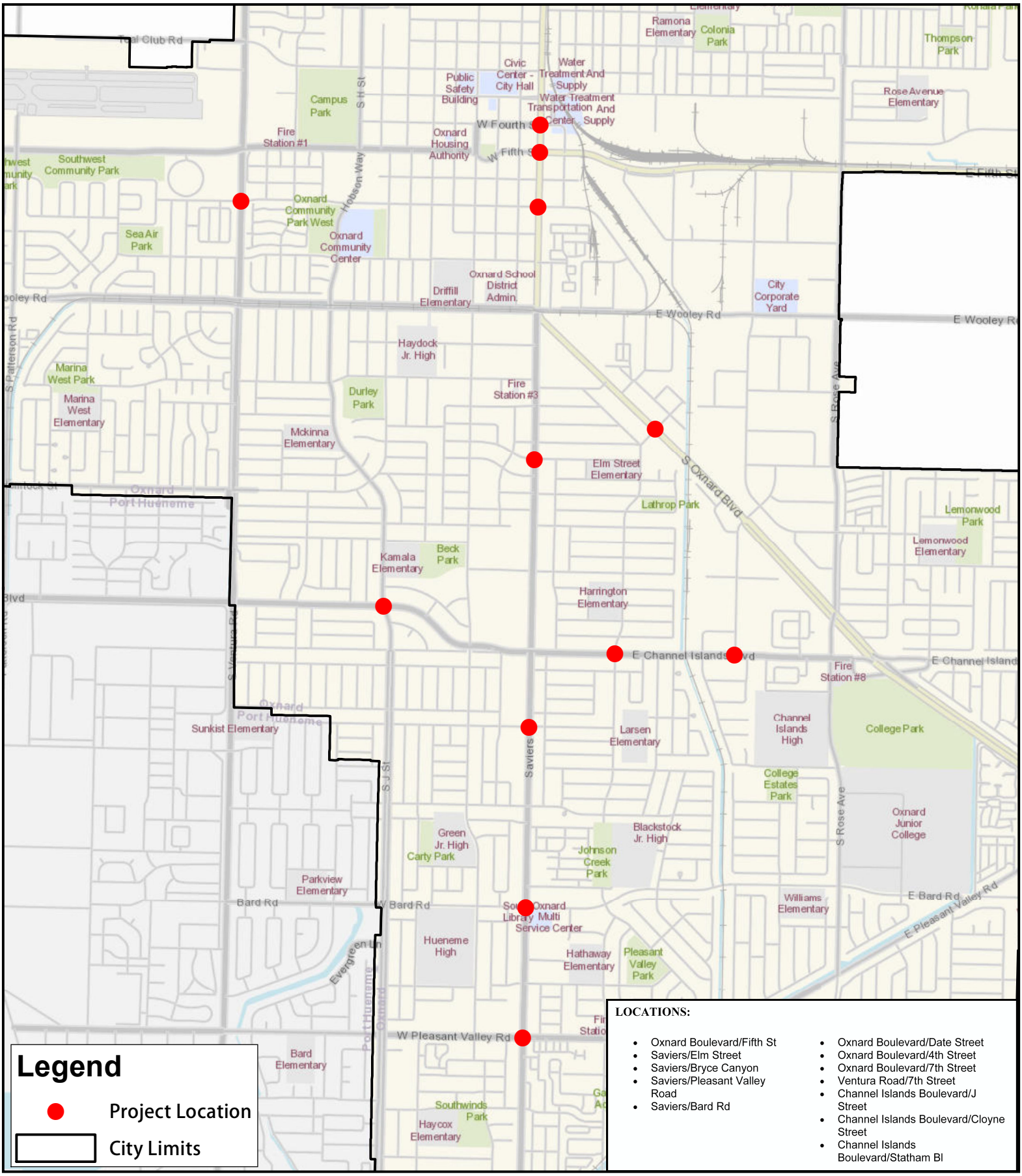
Many aretials in Oxnard have been built to address specific vehicle level of service (LOS) objectives established by the CIty's General Plan. In many cases this results in roadways designed and built for peak hour flow of the automobile and an excess of roadway that is not necessary for other hours of daily operation. If the City is successful in promoting the use of new ways of travel and the need to maintain current roadway size is no longer needed, what is the next use for these reimagined streets? Is a better balanced street system for all users (bikes, peds, etc) possible in the near future that doesn't rely on street widenings as opposed to more efficient use of what is in place? These questions may not be fully answered in the next ITS Update but they will be important questions to ask as the next Circulation Element of the General Plan is considered.

Attachment 1

CURRENT ITS AND TRAFFIC SIGNAL IMPROVEMENT PROJECTS

PROJECT	DESCRIPTION	FY 2020-25 CIP Pg #	Funding	Previously Appropriated	Budgeted FY 2020-21	PHASE	Notes
1) Traffic Signal Modernizations	Retrofits old and unreliable traffic signal equipment in the City's system including communications equipment, battery backuo units, conflict monitors, switches, etc.	189	Circ. Impact Fees	$ 210,000	$ 410,000	Ongoing	Master account that will fund projects that modernize old, antiquated and problematic equipment in the traffic signal system.
2) Battery Backup Replacement - Phase 1	First Year of replacing old and antiquated battery systems. Project includes replacement of 31 units at problematic locations.	354	Circ. Impact Fees	$ 350,000		Under Construction	Funded from Traffic Signal Modernization Project Master Account. Project has been bid and is currently under construction with a completion expected date of December 2020. Funding comes from Traffic Signal Modernization Account.
3) Enhanced Pedestrian, Bicycle and other Traffic Signal Timing Updates	Project will modify traffic signal timing at individual location to improve pedestrian, bicycle and other operational settings to enhance safety and operations.	189			$ 150,000	RFP Being Prepared	Funded from Traffic Signal Modernization Project. Citywide review and update of signal timing to improve pedestrian, bicycle and vehicle clearance intervals and miscellaneous signal timing improvements.
4) Fiber Optic Communication Gap Closures	Installation of Fiber Optic cable and traffic signal interconnect conduit to provide communication stability and enhancement.		Private, Impact Fee Credit			In Design, Uunder Construciton	FY 20-21 projects being completed by private development and will be credited/reimbursed from Citywide Circulation Impact Fees.
5) Traffic Signal Modifications	Replaces traffic signal equipment at 12 locations in the City that have been identified as high collision locations.	161, 190	State, Federal Grants, Air Pollution Buy Down Fees, Circ Impact Fees	$ 200,750	$ 2,850,870	In Design	Grant funded projects that will replace old and antiquated signal equipment for improving traffic safety and visibility of equipment at 12 locations. Removal and reloaction of median left turn lane signal indications. Project is currntly underfunded and may need additional funds to complete.
6) Adaptive Traffic Signals (ATS) - Phase 1	Install new traffic signal controllers, communication equipment and upgrade Traffic Management System software at 33 locations.	96	Air Pollution Buy Down Funds	$ 350,000		Under Construction	Project updates equipment on the Gonzales Road and Rose Avenue as part of adaptive traffic signal control project. Project will also upgrade existing coordinated traffic signal control software at the TMC.
7) Adaptive Traffic Signals (ATS) - Phase 2	Project will conduct traffic data collection and traffic signal timing plan updates to create adaptive traffic signal timing plans for the Roase and Gonzales corridors.	96	Circ. Impact Fees	$ 250,000	$ 1,277,000	In Design	RFP for consultant services to collect and analyze existing data to determine necessary data collection improvemnts needed for signal timing and adaptive coordination. Design system improvements and prepare RFQ/Bid documents for circulaiton in spring 2021.

CITY OF OXNARD
TRAFFIC SIGNAL MODIFICATIONS 2020-2021



LOCATIONS:

- Oxnard Boulevard/Fifth St
- Saviers/Elm Street
- Saviers/Bryce Canyon
- Saviers/Pleasant Valley Road
- Saviers/Bard Rd
- Oxnard Boulevard/Date Street
- Oxnard Boulevard/4th Street
- Oxnard Boulevard/7th Street
- Ventura Road/7th Street
- Channel Islands Boulevard/J Street
- Channel Islands Boulevard/Cloyne Street
- Channel Islands Boulevard/Statham Bl

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

1,400 0 1,400 2,800 Feet

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City of Oxnard GIS Division
County of Ventura GIS Program

ITS AND TRAFFIC SIGNAL SYSTEM UPDATE

Public Works and Transportation Committee
December 8th, 2020

Timothy Scott Bochum, T.E.
City Traffic Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee receive a report on the status and upcoming work for the City's Intelligent Transportation System (ITS) and Traffic Signal System.

1. Status of City ITS and other Traffic Infrastructure – a background and work completed to date summary

2. Current Projects and Programs – a summary of capital improvement projects and other programs that are currently underway to maintain, rehabilitate and modernize traffic signal system infrastructure including the Adaptive Traffic Signal upgrade project

3. Other ITS Issues – discussion of existing program issues including staffing, maintenance resource limitations and future system planning needs

TODAY'S PRESENTATION

- Quick refresher on what is an Intelligent Transportation System (ITS)
- Background on current ITS Master Plan (2008)
- Status of Projects and Programs
- Challenges we face in our ITS endeavors
- Where to From Here

WHAT IS AN INTELLIGENT TRANSPORTATION SYSTEM?

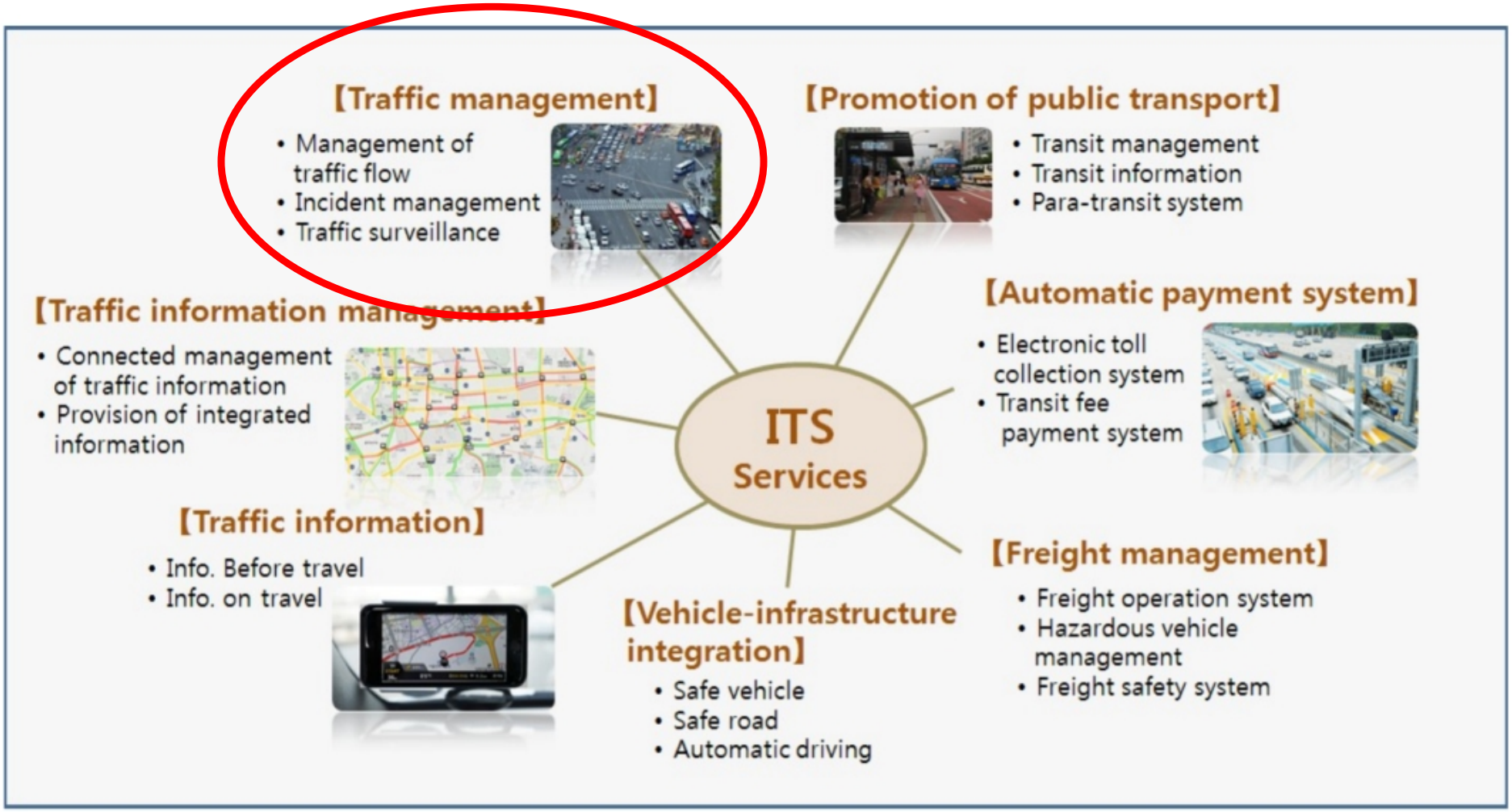
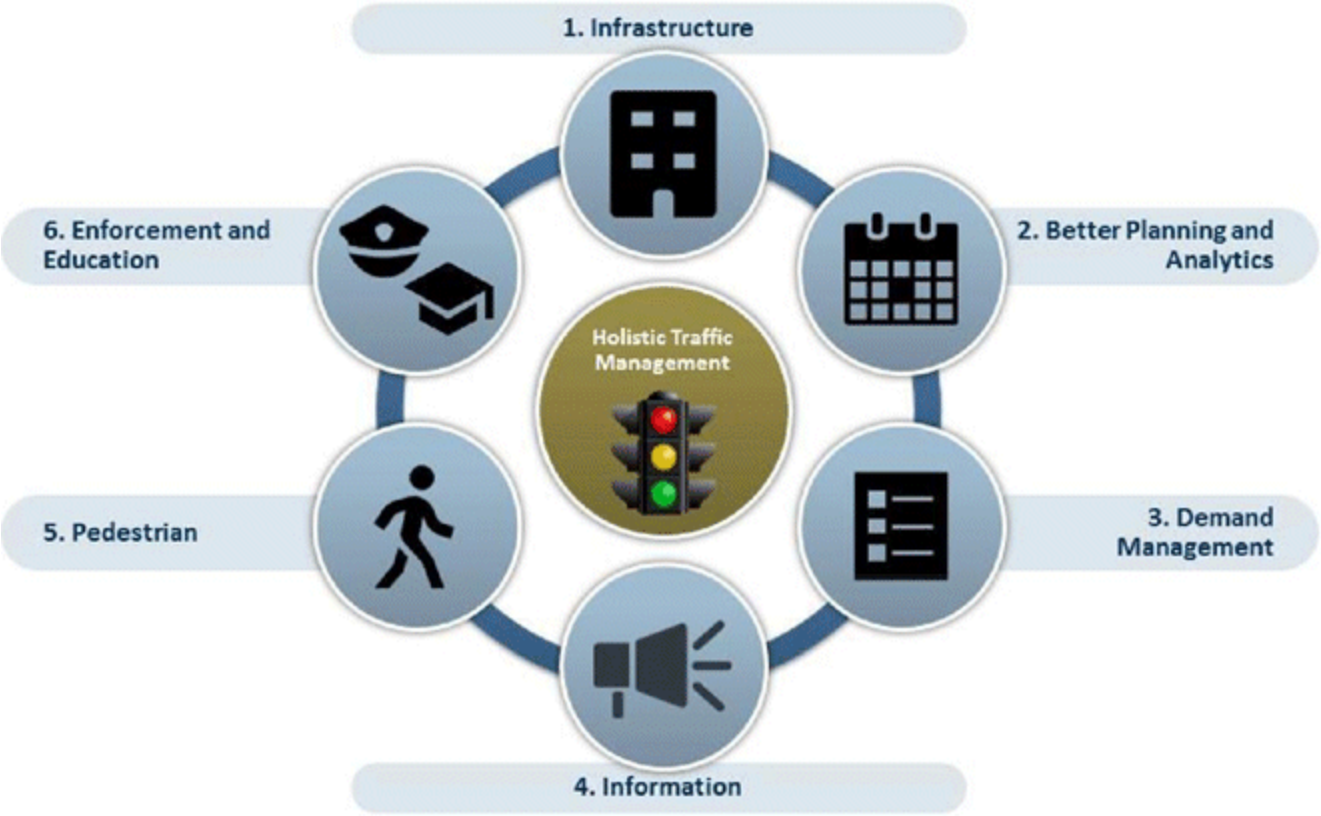


Exhibit 1: Holistic Traffic Management Approach



FROST & SULLIVAN

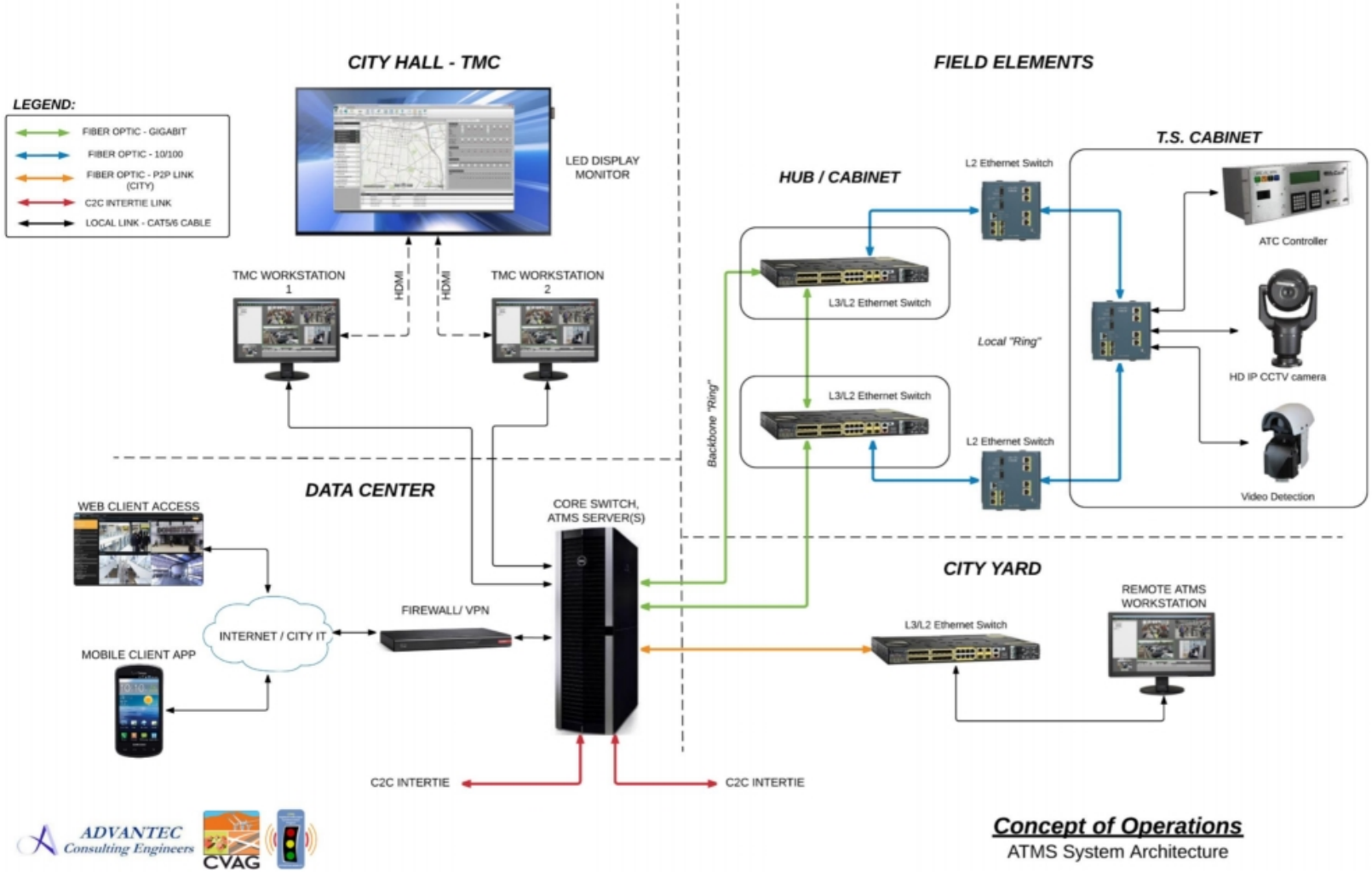
Source: Frost & Sullivan Analysis

The primary functions of the ITS are:

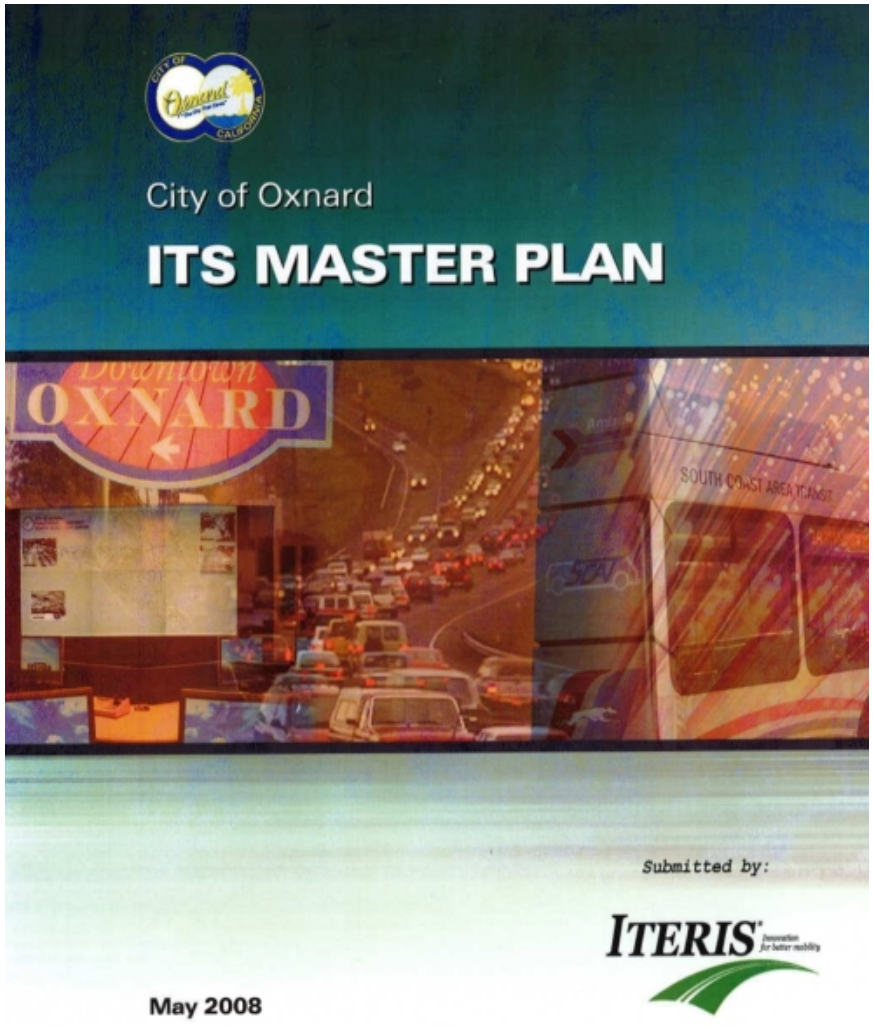
- To assist staff in daily monitoring of the City's traffic signal operations and the orderly movement of traffic;
- Reduce pollution by limiting traffic jams and unnecessary stops for vehicles;
- To help detect and identify signal malfunctions including damaged loop detectors; and
- Reduce response times to those malfunctions or other incidents that affect operations.

Concept of Operations and Strategic Deployment Plan

Figure 6.5 Concept of Operations – Typical ATMS System Architecture (from the TMC to the Field Elements)



ITS MASTER PLAN - 2008



- **City of Oxnard ITS Master Plan**
  - Finalized in May 2008
  - Established the roadmap for deployment of ITS strategies throughout the City
  - 38 miles of underground conduit
    - 32 miles of fiber optic cable
    - 6 miles of twisted-pair copper cable
    - 38 fixed wireless links to connect all of the City's traffic signals to TMC (Traffic Management Center)
  - Phase 1 deployment completed in 2013 for 140 traffic signals
  - Phase 2 deployment completed in 2016 for 25 traffic signals

- **Traffic Management Center (TMC)**
  - Identify and troubleshoot traffic signal and intersection lighting issues:
    - Loop detection
    - Video detection
    - Signal timing
    - Coordination

  - Automatically notify staff by text (or email) of traffic signal issues

CURRENT PROJECTS

- Traffic Signal modernizations
- Signal Battery Backup
- Fiber Optic Communication Gap Closure
- Traffic Signal Modifications
- Citywide Pedestrian & Bicycle Timing Update
- Adaptive Signal Pilot Project

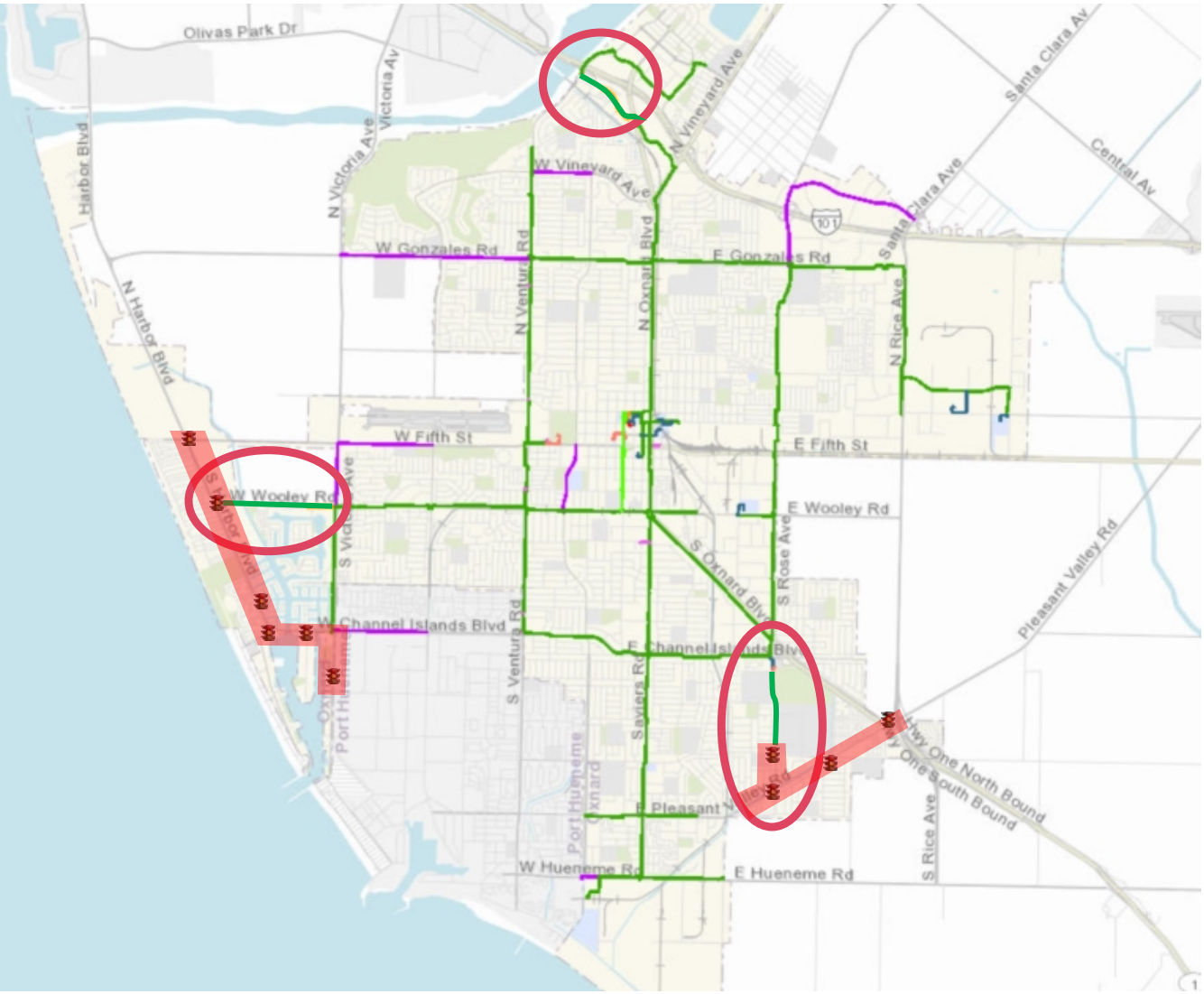
TRAFFIC SIGNAL MODERNIZATION

- $560,000/year
- Projects that replace old, dilapidated and problematic equipment
- Example: Battery backup, old controllers, wiring, signal heads, etc.

BATTERY BACKUP – PHASE I

- Currently under construction
- 31 locations
- $230,000 contract (approx. $7,500 ea.)
- Est. completion date: December 2020

FIBER OPTIC COMMUNICATION GAP CLOSURES



TRAFFIC SIGNAL MODIFICATIONS

- 12 Traffic signal locations being modified
- Primarily grant funded through Safety Grants
- Differs from modernization projects in that we are trying to correct deficiencies

Improvements:

- Adding Safety Lighting
- Improving Signal Hardware:
  - ☐ Lenses
  - ☐ Backplates
  - ☐ Pedestrian Buttons
  - ☐ Mountings
  - ☐ Poles
- Protected Left Turn Phasing
- ADA Ramp Upgrades
- Video Detection
- Overhead Signal Heads

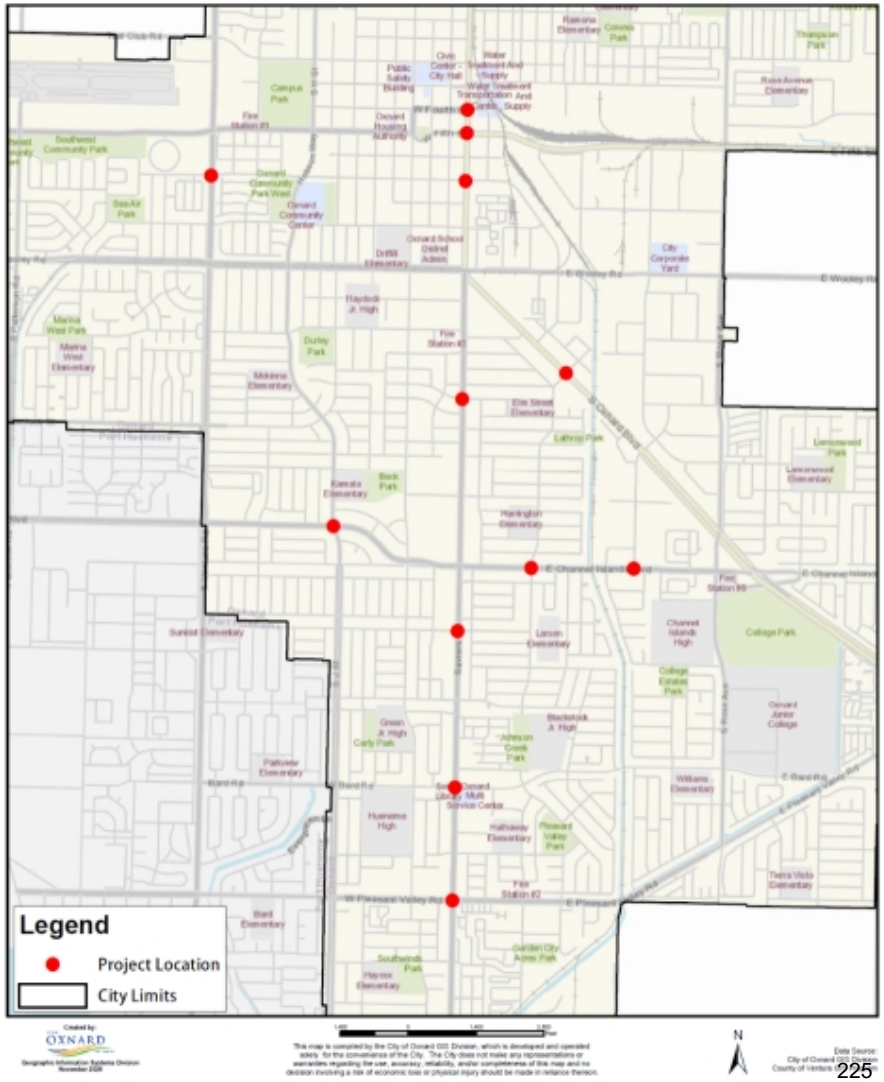
TRAFFIC SIGNAL MODIFICATIONS - EXAMPLES

Oxnard Blvd./5th Street
Left Turn Phasing

Backplates &
Lenses

Saviers/Bryce Canyon
Mast Arm Installations

TRAFFIC SIGNAL MODIFICATIONS



Oxnard Blvd / Date St
Oxnard Blvd / 4th St
Oxnard Blvd / 5th St
Oxnard Blvd / 7th St

Saviers Rd / Elm St
Saviers Rd / Bryce Canyon Ave
Saviers Rd / Pleasant Valley Rd
Saviers Rd / Bard Rd

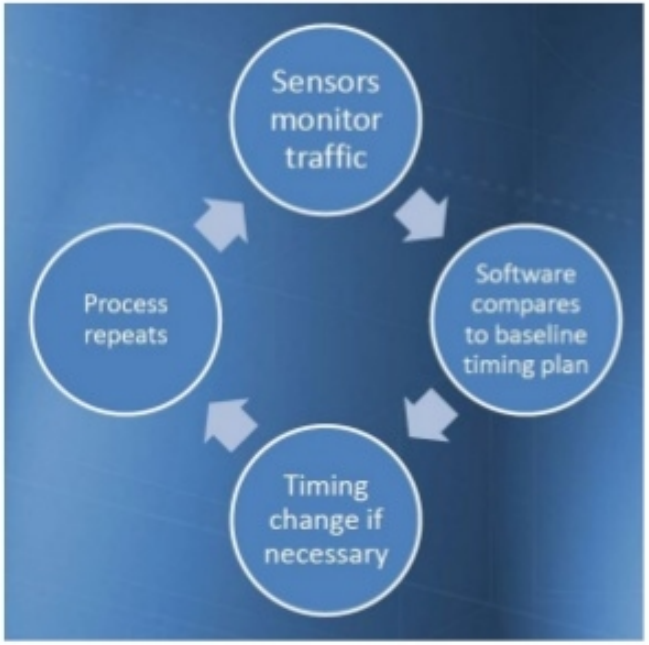
Ventura Rd / 7th St

Channel Islands Blvd / J St
Channel Islands Blvd / Cloyne St
Channel Islands Blvd / Statham Blvd

TRAFFIC SIGNAL TIMING UPGRADES – PEDESTRIAN & BICYCLE

- Analyze & update signal timing – various corridors
- Many timing plans are older
  - FHWA: 2-3 year corridor reviews
- Upgrade pedestrian timing
  - Walk times
  - Clearance times
  - Consider advance pedestrian walk
- Review vehicle and bicycle timing
  - Minimum green
  - Yellow clearance
  - All red clearance

Adaptive Traffic Control Systems



Benefits of ATCS

- Improve performance by adjusting to real time traffic demand
- Adapt to unexpected traffic changes
- Increases signal timing lifespan
- Captures a rich data set

Where is ATCS Most Effective?

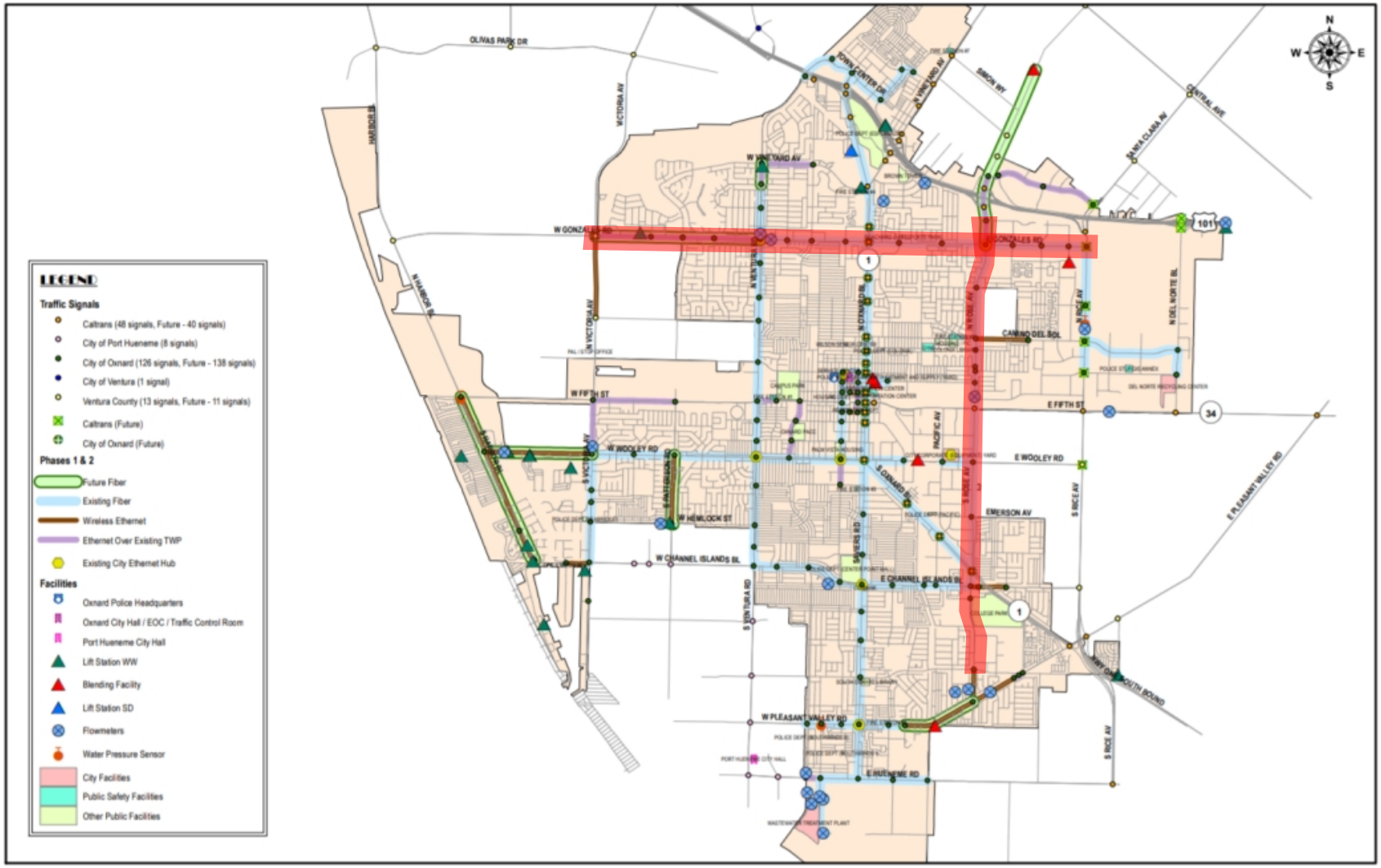
- Where unpredictable traffic changes results in delays or stops that cannot be addressed by conventional signal timing.
- Where frequent and unpredictable changes of demand, events, weather situations, etc. creates major unexpected fluctuations in the system.

Adaptive is not solution to all problems of Traffic Management, AND it does not necessarily solve the capacity problem of over saturated corridors.

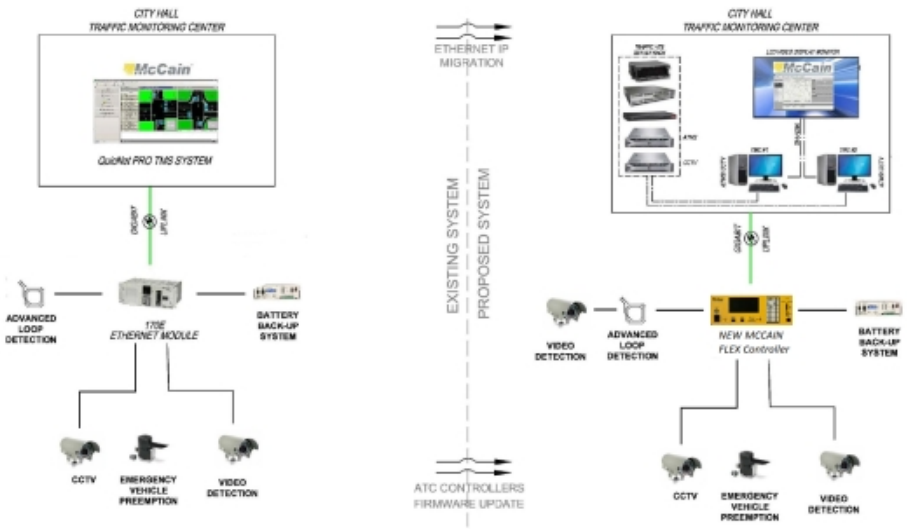
Washington State Department of Transportation

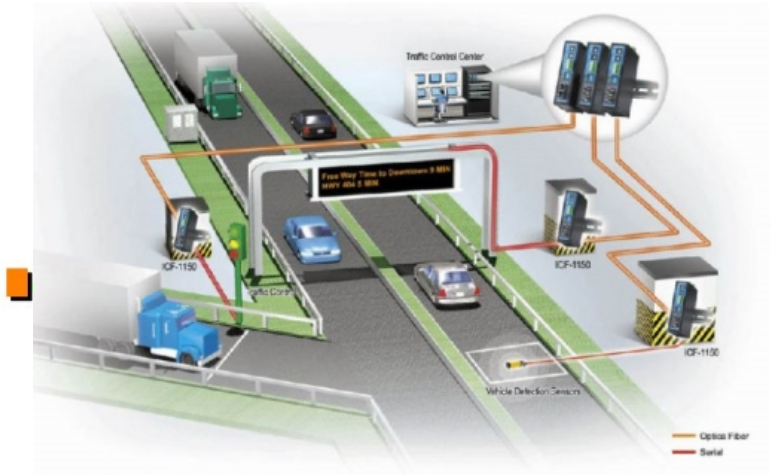
9

ADAPTIVE TRAFFIC SIGNAL - PILOT PROJECT



ADAPTIVE TRAFFIC SIGNAL - PILOT PROJECT





Phase I (2020)

- Currently under construction
- 33 Signal Controllers being upgraded
- Central Traffic Signal System

Phase 2 (2021)

- Request for Proposal underway
- Volume data collection
- Detector Upgrade design
- Traffic Timing Plans/Parameters for adaption
- Specification for installation

OTHER ITS ISSUES

- Traffic System Maintenance
- Resource limitations
  - Staffing
  - Training & Experience
- ITS Master Plan Update
- Emerging Transportation Systems

TRAFFIC SYSTEM MAINTENANCE

- Significantly aged system
- Oxnard 311 & other callouts
- Collisions and other damage
- Below national staffing recommendations
  - 1 Technician per 40-60 traffic signals
  - 3 Full-Time Techs: 165 traffic signals

1,000 street lights

RESOURCE LIMITATIONS

- Need dedicated office staff (1 full-time, 1 part-time)
- Training and education
- Contract support
- Volume/data collection
- Sustainable financial support

Need for update:

- Over 12 Years Old
- Major Tech changes in that time
- New Ways of providing Services
- Emerging Transportation Systems

Funding: Contained in Traffic Impact Fee Program

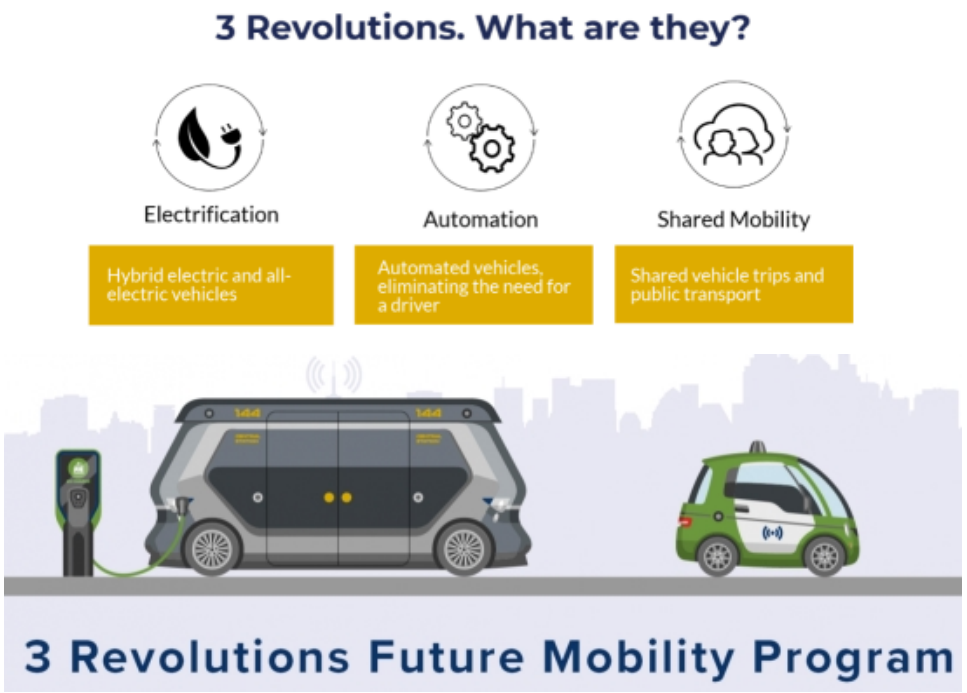
NEW WAYS OF PROVIDING SERVICE

Crossroads

Smartphone app guides blind pedestrians through work zones (updated) | Crossroads

StreetLight InSight® is not a model, a report, or a static heatmap. It's a self-serve platform that lets users ask mobility questions and get the answers within minutes. We think it's revolutionary.

- Autonomous and Connected Vehicles
- Shared Mobility Programs and Devices
- Electrification
- Reimagining our streets



CITY OF
OXNARD
CALIFORNIA

QUESTIONS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: December 8, 2020

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement for Rental, Purchase, and Laundry Services for City Uniforms. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8263 with UniFirst Corporation in the amount not to exceed $670,000 for a three-year term ending January 31, 2024, for uniform rental, purchase and laundry services for various City departments.

BACKGROUND

The Public Works department supplies uniforms for employees in the Environmental Resources, Water, Wastewater, Streets, Parks and Trees, Facilities, Fleet and Special Districts Divisions. Approximately 345 Public Works employees have been designated as "uniformed" employees, meaning that those individuals are required to wear uniforms as a condition of their employment. These employees receive work pants and work shirts specific to the type of work being performed. Many of the activities performed by these individuals are such that the uniforms should be laundered by a commercial laundry service rather than by the individual employee. Providing respective City staff with uniforms aligns with the Memorandum of Understanding (MOU) between the International Union of Operating Engineers (IUOE) as well as the Service Employees International Union (SEIU) labor groups. MOUs with both labor groups state:

"*City shall provide uniforms, or portions of uniform costs, or uniform service, to each Unit employee required to be "uniformed." Unit employees designated as "uniformed" are those required to wear uniforms and/or safety shoes as a condition of employment. In addition, City will provide legally required safety equipment, and pay the cost for repairing uniforms damaged in the course and scope of employment without negligence by such employee*."

DISCUSSION

On August 25, 2020, the City released a request for bid (RFB) for uniform rental, purchase and laundry services for various Public Works (PW) Divisions and the Fire Department. The bid closed on September 25, 2020, and there were three (3) responsible and responsive bidders: UniFirst Corporation (UniFirst), Aramark Uniform Services (Aramark) and Mission Linen Supply (Mission). Based on the bids provided, UniFirst was selected as the lowest and most responsible bidder. Staff has confirmed that UniFirst meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and

corporate filing with the California Secretary of State. Furthermore, UniFirst is the current provider of uniform rental, purchase and laundry services and continues to provide satisfactory service levels.

The following table shows the cumulative bid amount for bid line items by service type presented by each vendor.

Table 1. Uniform Bid Results

Uniform Rental, Purchase and Laundry Services - RFB # PW21-01				
Service Item	**Interval/Unit**	**Aramark**	**UniFirst**	**Mission**
Uniform Rental with Laundry Service	1 Unit Weekly	$15.60	$14.10	$12.64
Purchases	1 Unit of Each	$750.75	$720.60	$1,011.88
Replacement	1 Unit of Each	$913.40	$681.58	$851.84
TOTAL		**$ 1,679.75**	**$ 1,416.28**	**$ 1,876.36**

This agreement includes uniform purchases as well as rental and laundry services of shop towels and rags. Additionally, the Fire department will utilize this contract to provide mats at each fire station and the fire administration building.

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 of this Agreement with UniFirst for three (3) years shall not exceed $670,000. The spending plan for FY 2020-21 is $93,300 as outlined in Table 2 by respective divisions. The remaining contract balance will be requested in subsequent fiscal year budgets.

Table 2. Spending Plan

Spending Plan						
Department/Division	**Account**	**FY 2021 (5 months)**	**FY 2022**	**FY 2023**	**FY 2024 (7 months)**	**Total**
Street Maintenance	101-5704-803.81-13	$ 3,750	$ 9,300	$ 9,300	$ 5,250	$ 27,600
Parks & Public Grounds	101-5701-805.81-13	$ 3,750	$ 9,300	$ 9,300	$ 5,250	$ 27,600
Trees & Medians	101-5705-805.81-13	$ 100	$ 250	$ 250	$ 150	$ 750
Special Districts	172-1606-805.81-13	$ 450	$ 1,000	$ 1,000	$ 550	$ 3,000
Water Operations	601-6010-843.81-13	$ 5,250	$ 12,000	$ 12,000	$ 7,500	$ 36,750

Wastewater Collections - Source Control	611-6101-843.81-13	$ 1,500	$ 4,050	$ 4,050	$ 2,250	$ 11,850
Wastewater Collections - Enterprise	611-6103-843.81-13	$ 2,750	$ 6,500	$ 6,500	$ 3,750	$ 19,500
Wastewater Treatment - Enterprise	621-6202-843.81-13	$ 6,250	$ 14,300	$ 14,300	$ 8,750	$ 43,600
Wastewater Treatment System Maint-Enterprise	621-6205-843.81-13	$ 8,250	$ 20,200	$ 20,200	$ 11,750	$ 60,400
Environmental Resources	631-6301-843.81-13	$ 38,600	$ 92,250	$ 92,250	$ 53,500	$ 276,600
Facilities Maintenance	735-7401-856.81-13	$ 2,000	$ 4,750	$ 4,750	$ 2,750	$ 14,250
Fleet Services	741-7501-853.81-13	$ 8,500	$ 20,600	$ 20,600	$ 11,900	$ 61,600
Fire Department	101-2201-802.83-01	$ 2,250	$ 5,500	$ 5,500	$ 3,250	$ 16,500
Other PW Divisions	Various	$ 9,900	$ 23,300	$ 23,300	$ 13,500	$ 70,000
TOTAL		**$ 93,300**	**$ 223,300**	**$ 223,300**	**$ 130,100**	**$ 670,000**

Due to various factors such as personnel vacancies and any change in service levels, actual spending will vary during the fiscal years.

Prepared by: Brian Yanez, Assistant Public Works Director, Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. UniFirst - A-8263
2. UniFirst RFB Response
3. Uniform Bid Tabulation
4. UniFirst Presentation

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date:

(2) Vendor: UniFirst Corporation

(3) Services: Uniform Rental, Purchase and Laundry Services

(4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above

(5) Agreement Ending Date: January 31, 2024

(6) Total Agreement Amount: $670,000

(7) City's Project Manager: Brian Yanez, Assistant Public Works Director

(8) Vendor's Project Manager: Victor Sosa, District Service Manager

(9) Insurance Coverage: INS-I

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
■ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:	*FOR CITY:*
10244 Norris Avenue	305 West Third Street, East Wing, Third Floor
Pacoima, CA 91331	Oxnard, CA 93030
Attn: Victor Sosa, District Service Manager	Attn: Brian Yanez, Assistant Public Works Director

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
victor_sosa@unifirst.com	brian.yanez@oxnard.org

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

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

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. Invoices may be emailed to: invoices@oxnard.org.

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 Willhite, Purchasing Manager
☐ Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

UNIFIRST CORPORATION

David DiFillipo,[2] Senior Vice President Date

William Matson, Regional Vice President Date

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

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

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

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

SCOPE OF SERVICES EXHIBIT

Any requests by the City for additional uniform items, replacement items, change in size, etc. needs to be made to Vendor by the Supervisor or Manager of each Division. Individual employees may not make any uniform requests directly to Vendor; the City will not pay for these charges.
Vendor shall provide uniforms for City staff and any and all staff providing temporary or supplemental labor services on behalf of the City.

RENTAL, PURCHASE AND LAUNDRY

At initiation of the contract, all uniform items are to be supplied new and unused.

Uniform rentals, purchases and laundry service items are provided to locations/divisions as follows:

ADVANCED WATER PURIFICATION FACILITY: 5700 S. PERKINS RD., OXNARD, CA 93033
Technical Services

WASTEWATER: 6001 S. PERKINS RD., OXNARD, CA 93033
Collection System Maintenance
Treatment System Maintenance
Treatment Operations
Laboratory Services

WATER CAMPUS: 251 S. HAYES AVE., OXNARD, CA 93030
Distribution
Meter Shop
Treatment

GENERAL SERVICES DIVISION: 1060 PACIFIC AVE., OXNARD, CA 93030
Facility Maintenance
Custodial Services
Graffiti Action Program

STREETS DIVISION: 1060 PACIFIC AVE., OXNARD, CA 93030
Traffic Signals

FLEET SERVICES: 2 LOCATIONS FOR DELIVERIES: 1060 PACIFIC AVE., OXNARD, CA 93030 AND 111 S. DEL NORTE BLVD., OXNARD, CA 93030

PARKS DIVISION: 1060 PACIFIC AVE., OXNARD, CA 93030

ENVIRONMENTAL RESOURCES: 111 S. DEL NORTE BLVD., OXNARD, CA 93030

SURVEY DEPARTMENT: 305 W 3RD ST., EAST WING, 2ND FL, OXNARD, CA 93030

FIRE ADMINISTRATION OFFICE: 360 W. 2ND ST., OXNARD CA, 93030

FIRE STATION 1: 491 S. K ST., OXNARD CA, 93030

FIRE STATION 2: 531 E. PLEASANT VALLEY RD., OXNARD CA, 93033

FIRE STATION 3: 150 HILL ST., OXNARD CA, 93033

FIRE STATION 4: 230 W. VINEYARD AVE., OXNARD CA, 93036

FIRE STATION 5: 1450 COLONIA RD., OXNARD CA, 93030

FIRE STATION 6: 2601 PENINSULA RD., OXNARD CA, 93035

FIRE STATION 7: 3300 TURNOUT PARK CIRCLE, OXNARD CA, 93036

FIRE STATION 8: 3000 S. ROSE AVE., OXNARD CA, 930303

LAUNDER

Vendor shall launder rented or purchased garments.

Uniforms shall be delivered on hangers, pressed, wrinkle free and ready to wear. Any uniform delivered otherwise will be rejected and no rental or laundering fee paid. Vendor shall replace garments not properly washed or ironed within two (2) working days.

Division supervisors may order additional new uniforms throughout the term of the contract, in which case these provisions shall apply.

MEASUREMENTS OF INDIVIDUALS

At the start of the contract, Vendor shall take employee measurements on-site at each location. Vendor shall work with the Division Supervisor to coordinate dates and times for measurements. Alterations may be required for certain individuals and Vendor shall supply cost associated with each uniform alteration.

Additionally, Vendor shall be responsible for individual measurements and resultant fit of the uniforms. Vendor should allow for shrinkage on rental garments of about three (3) to five (5) inches. Also, an employee shall be able, at no additional charge to the City, to switch sizes if his/her shirt or pant size increases or decreases.

Vendor shall maintain a record of the size of each uniform item for each employee that has been issued a uniform. Vendor shall add or delete items and quantities, as required, to meet the City's needs.

INVENTORY TRACKING

Vendor shall issue new rental uniforms to employees at the beginning of the contract period as specified. The inventory per person per week will be determined by the City and is subject to change to meet changing requirements of the City operations. Thereafter, Vendor shall maintain sufficient stock to provide complete new uniform sets within one (1) to two (2) weeks for newly hired employees. The City reserves the right to add and remove employees at the per uniform item costs listed in the Request for Proposal Bid Document.

Vendor shall track inventory of City-owned garments submitted for laundry, repair or replacement.

PICK UP/DELIVERY

Vendor is responsible for pick-up and delivery of all uniform items (rental and City-owned).
Vendor shall pick up soiled garments once a week from each unit location and deliver on hangers to the same location within one (1) week. Vendor shall pickup and deliver uniforms once per week for fifty-two (52) weeks per year. Delivery of uniforms shall be complete unless otherwise noted.

Vendor shall complete an itemized list of the rental or City-owned uniform items and quantity being picked up for laundering. Vendor shall submit a copy of the itemized list to the unit for reconciliation when the clean garments are returned. Vendor shall remain at the delivery site while the garments are checked in. Vendor shall correct any discrepancy (missing items, damaged items, garments not properly washed, etc.) within two (2) days and issue a revised itemized list of reconciliation.

DAMAGED/REPAIR ITEMS

All uniform items supplied will be in good condition and will be maintained and repaired as needed. Uniform items must be clean and free of holes, rips and/or tears. New garments will be supplied when uniforms are beyond reasonable repair, at no additional fee to the City.

The City recognizes its financial obligation for any uniform items that are ruined by actions of the employee or those items that have lasted the life of the uniform item. The life of the uniform, or "wear and tear" period, shall be determined by the Vendor and requires written approval by the City. Such obligations will be negotiated between Vendor and the City to a mutually acceptable and fair arrangement consistent with the request for proposal bid documents.

LOST/MISSING ITEMS

New garments will be supplied if uniform items are lost by the Vendor, at no additional fee to the City. The City recognizes its financial obligation for any uniform items that are lost by the employee. Such obligations will be negotiated between Vendor and the City to a mutually acceptable and fair arrangement consistent with the request for proposal bid documents.

UNIFORM PROVISIONS

The City will not allow miscellaneous charges to the quoted weekly uniform price including, but not limited to:

a) Route bag charges
b) Make-up charges
c) Name emblems
d) Shipping and handling charges
e) Large and/or tall sizes

Vendor shall have a laundering charge separate from the rental charge. The City will only pay to launder items that are submitted for cleaning each week.

Vendor shall mark or label each rental item of clothing clearly, but inconspicuously, to permit employee (user) identification. Patching and threading on rental garments must be of the same material as the rental garment.

Vendor shall provide name labels as directed by Divisions and City logos for each shirt, jacket, coverall, lab coat, safety vest and rain suit and any other product as requested by Division and include any charge as part of the proposal price. There will be no additional charge to the City for the labels and logos. Logos and labels can be embroidered, or ironed on. The locations will vary slightly depending on the uniform item and will be specified by the Division Manager. Prior to beginning the contract, the City and successful Vendor will meet to agree upon the exact placement, colors, materials, etc. of the logos and name labels. The successful Vendor will provide samples of all finished products for approval by City staff before production and initial issue.

Also, City logos, provided by Vendor, shall be placed on every cap and knit cap. The City logo will be placed in the center of the front of each cap and knit cap.

Embroidery must meet the standards of the City's logo requirements.

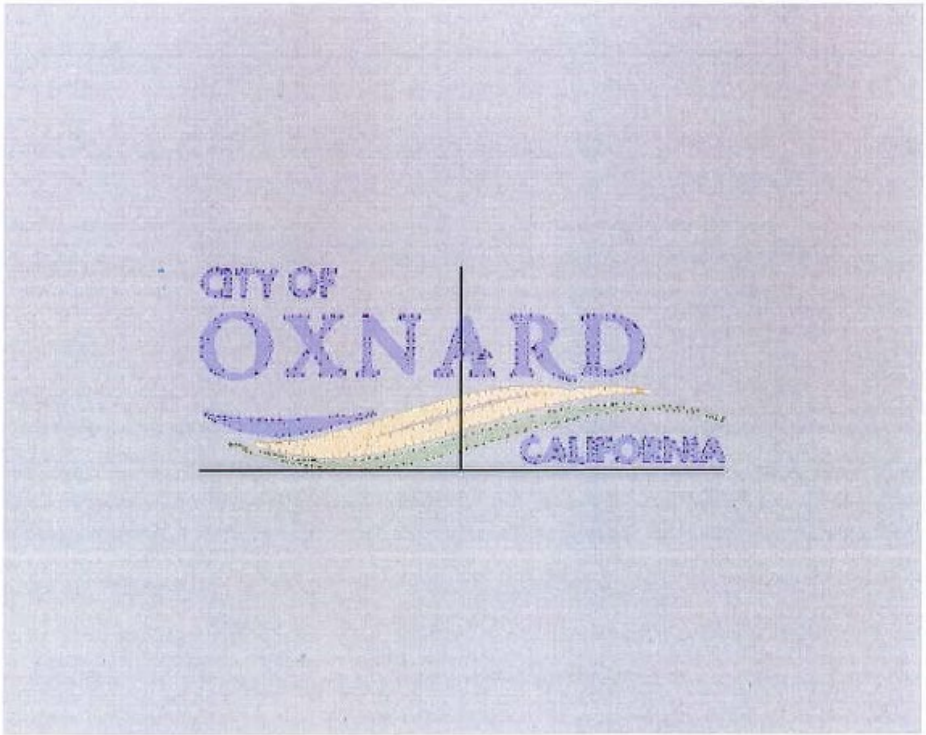
Vendor shall guarantee that, during the term of the contract, all new employee uniform items and replacement items for existing employees will be delivered within one (1) to two (2) weeks of the order.

UNIFORM CITY LOGO DIMENSIONS

Left Chest Embroidery:

%CoName%

Date : 12/09/12	Name : 1253854	Scale : 1.000 : 1.0
Stitches : 4895	Ref : 0000020e-20120802-044933	Width : 101.52
Customer : Unspecified		Height : 39.00



Threads Used	Colour Sequence
(1) 1767 Dollar Blue	1
(2) 1771 Mustard	2
(3) 1701 Green	3
	1

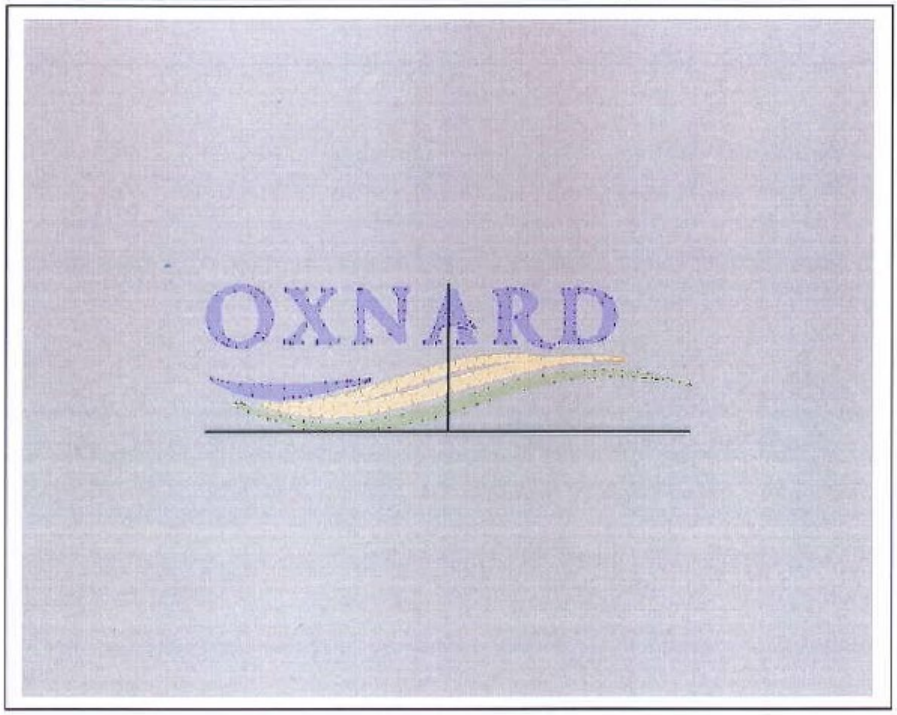
Description / Special Instructions :

ORANGE KNIT

Beanie Embroidery:

%CoName%

Date : 03/12/12	Name : 1257324	Scale : 1.000 : 1.0
Stitches : 3881	Ref : 0000020e-20120802-044933	Width : 101.2 mm
Customer : Unspecified		Height : 30.6 mm



Threads Used	Colour Sequence
(1) 1771 Mustard	1
(2) 1701 Green	2
(3) 1767 Dollar Blue	3

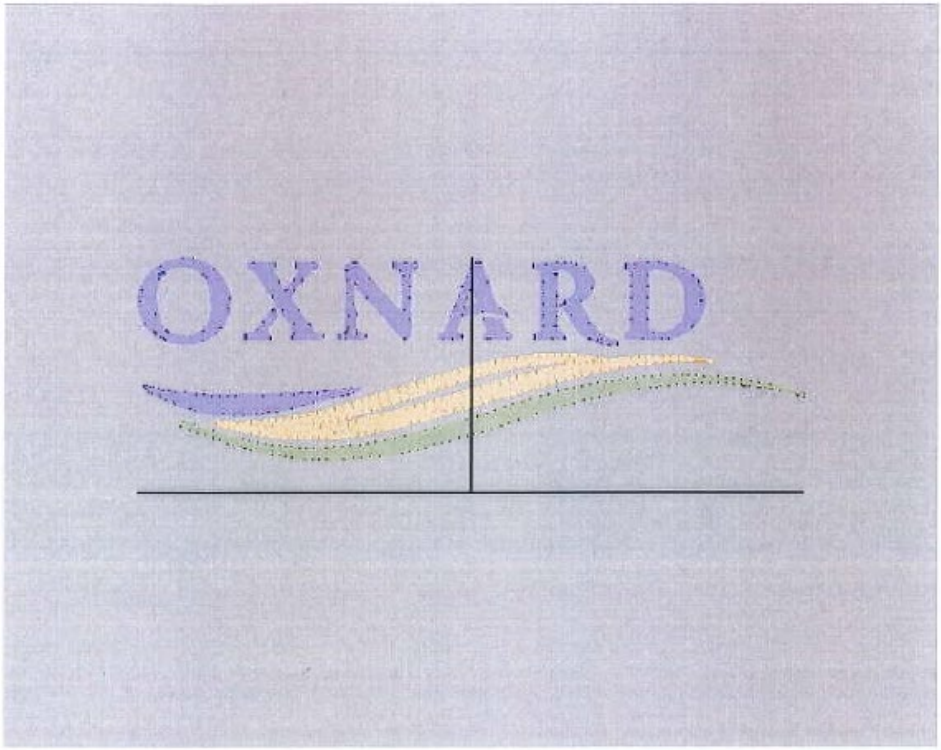
Description / Special Instructions :

KNIT HAT FRONT (BLACK)

Hat Embroidery:

%CoName%

Date : 03/12/12	Name : 1257325	Scale : 1.000 : 1.0
Stitches : 4736	Ref : 0000020a-20120802-044933	Width : 126.9 mm
Customer : Unspecified		Height : 44.5 mm



Threads Used	Colour Sequence
(1) 1771 Mustard	1
(2) 1701 Green	2
(3) 1767 Dollar Blue	3

Description / Special Instructions :

HAT FRONT (BLACK)

MISCELLANEOUS ITEMS PROVISIONS

The City will not pay any soiled "minimum guarantee" quantities for mats, terry towels or bath towels. The City will only pay for the actual quantity of soiled items exchanged.

The quantity of work to be performed and materials to be furnished are approximations only, being provided as a basis for the comparison of bids. The City does not guarantee that the actual amounts required will correspond with those shown. The City may increase or decrease the amount of any item or portion of work to be performed or materials to be furnished, or the City may omit any such item or portion.

The City recognizes its financial obligation for any miscellaneous items that are lost by the City. Such obligations will be negotiated between Vendor and the City to a mutually acceptable and fair arrangement consistent with the Request for Bid Documents.

BILLING AND CREDITS

Vendor shall submit invoices weekly and separated by each division location. The invoice shall include the division location, account number, names of employees, employee unit name, the number and type of garments rented and laundered or the number and type of City-owned items laundered and all associated costs.

RATES AND COSTS EXHIBIT

Item No.	1	2
Item	Long Polyblend Work Pants	Long Denim Jean Pants
Material	35% cotton, 65% polyester	100% cotton
Weight	Minimum 7.75 oz	Minimum 14.5 oz
Style/Specifications	Men's & Women's sizes required 2 back pocket 2 set-in hip pockets Heavy-duty brass zipper Button-front closure Belt loops No cuffs Boot-cut Relaxed fit Plain/flat front Slack style	Men's & Women's sized required 5 pockets Heavy-duty brass zipper Metal Button-front closure Belt loops No cuffs Boot-cut Relaxed fit Blue denim
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.16	$.26
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $16.00	1. $18.00
2. 2XL/Waist 42	2. $16.00	2. $18.00
3. 3XL/Waist 44	3. $18.00	3. $19.00
4. 4XL/Waist 46	4. $18.00	4. $19.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$12.99	$14.99
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	3	4
Item	Short Sleeve Poly/Cotton Work Shirt	Long Sleeve Poly/Cotton Work Shirt
Material	35% cotton, 65% polyester	35% cotton, 65% polyester
Weight	Minimum 4.25 oz	Minimum 4.25 oz
Style/Specifications	Men's & Women's sizes required 2 –piece back yoke 2 button-through chest pockets Short sleeve—double-turned hems Banded dress-shirt style collar 6- or 7-button front Full-cut/Relaxed Fit	Men's & Women's sized required 2-piece back yoke 2 button-through chest pockets Long sleeve—lined cuffs, button closure Banded dress-shirt style collar 6- or 7-button front Full-cut/Relaxed Fit
Color	Any	Any
City Logo requirements	Embroidered, front-left	Embroidered, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.12	$.12
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $10.00	1. $10.00
2. 2XL/Waist 42	2. $10.00	2. $10.00
3. 3XL/Waist 44	3. $11.00	3. $11.00
4. 4XL/Waist 46	4. $11.00	4. $11.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$9.00	$9.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	5	6
Item	Short Sleeve Polo Shirt	T-Shirts
Material	100% woven/spun polyester	100% Ultra Cotton
Weight	Minimum 4.25 oz	Minimum 7.5 oz
Style/Specifications	One Chest Pocket on top left Hemmed sleeves Collar 3 button Placket	Short sleeves Pocket on top left
Color	Any	Any
City Logo requirements	Embroidered, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
		Purchase only
Rental Cost: Per Unit Per Week	$.13	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $13.00	1. $7.00
2. 2XL/Waist 42	2. $13.00	2. $7.00
3. 3XL/Waist 44	3. $14.00	3. $8.00
4. 4XL/Waist 46	4. $14.00	4. $8.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$12.00	$7.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	7	8
Item	Lined Service Jacket	Low-Shrink Hooded Zip-Front Sweatshirt
Material	35% combed cotton, 65% polyester	80% cotton 20% polyester shell
Weight	Minimum 7.5 oz	Minimum 9 oz
Style/Specifications	Button cuffs 2 side slash pockets Quilted permanent lining Midweight Lined Hip-length Heavy Duty Zipper	Fade resistant Shrink resistant Zip front Pouch-front pocket Set-in sleeves Ribbed cover-stitch waist Ribbed cuffs Machine wash, dry
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Embroidered, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
		Purchase only
Rental Cost: Per Unit Per Week	$.36	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $28.00	1. $22.00
2. 2XL/Waist 42	2. $28.00	2. $22.00
3. 3XL/Waist 44	3. $29.00	3. $23.00
3. 4XL/Waist 46	4. $29.00	4. $23.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$25.00	$22.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	9	10
Item	Lined Water-Resistant Jacket	Long Sleeve Metal Button Front Coveralls
Material	100% polyester or other non-nylon material	100% cotton
Weight		Minimum 8.5
Style/Specifications	Water-resistant Matte polyurethane, or similar finish Adjustable snap cuffs 2 slash side pockets Fold-away lined hood, optional Midweight Fleece or similar lining Hip-length Zipper	Pre-shrunk 100% cotton 8.5 oz. twill Sized to be worn over clothes One-piece topstitched collar Concealed, heavy-duty button front Chest pockets and rule pocket on right leg Two set-in front pockets and two patch hip pockets Industrial launderable
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Embroidered, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.40	$.40
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $34.00	1. $27.00
2. 2XL/Waist 42	2. $34.00	2. $27.00
3. 3XL/Waist 44	3. $35.00	3. $28.00
4. 4XL/Waist 46	4. $35.00	4. $28.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$32.00	$25.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	11	12
Item	Solid Safety Vest – ANSI Class 2	High Visibility (Safety) Rain Jacket – ANSI Class 3
Material	100% polyester tricot	100% polyurethane-coated (or similar) polyester
Weight	Minimum 2.95 oz	
Style/Specifications	2 inch silver reflective tape Hook-and-loop closure Heavy duty Withstands a minimum of 25 washes	Waterproof Breathable Zipper closure with storm flap Detachable rollaway hood 2 inch silver reflective tape/material
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
	Purchase	Purchase
Rental Cost: Per Unit Per Week	Purchase only	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included	Included
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $13.00	1. $48.00
2. 2XL/Waist 42	2. $13.00	2. $48.00
3. 3XL/Waist 44	3. $14.00	3. $50.00
4. 4XL/Waist 46	4. $14.00	4. $50.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$11.00	$46.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	13	14
Item	Structured Flexfit Cap	Reflective Jackets
Material	Cotton	65% polyester, 35% cotton
Weight	N/A	N/A
Style/Specifications	Soil repellant Quick drying Flexfit	Reflective ANSI Class
Color	Any	Any
City Logo requirements	Embroidered on, front center	Screen Printed, front-left
Rent/Purchase	Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
	Purchase only	
Rental Cost: Per Unit Per Week	Purchase only	$.32
Laundry Cost: Rental Item - Per Item Per Week	Purchase only	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $7.00	1. $30.00
2. 2XL/Waist 42	2. $7.00	2. $30.00
3. 3XL/Waist 44	3. $7.00	3. $32.00
4. 4XL/Waist 46	4. $7.00	4. $32.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$7.00	$30.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	15	16
Item	3’ x 4’ Floor Mats	3’ x 5’ Floor Mats
Material	Non-specific	Non-specific
Weight	N/A	N/A
Style/Specifications	3 feet x 4 feet Heavy rubber backing	3 feet x 5 feet Heavy rubber backing
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent	Rent
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$1.25	$1.25
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. Rental only	1. Rental only
2. 2XL/Waist 42	2. Rental only	2. Rental only
3. 3XL/Waist 44	3. Rental only	3. Rental only
4. 4XL/Waist 46	4. Rental only	4. Rental only
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	No cost	No cost
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 months	24 months

Item No.	17	18
Item	3’ x 10’ Floor Mats	4’ x 6’ Floor Mats
Material	Non-specific	Non-specific
Weight	N/A	N/A
Style/Specifications	3 feet x 10 feet Heavy rubber backing	4 feet x 6 feet Heavy rubber backing
Color	Any	Any
City Logo requirements	N/A	Embroidered, center
Rent/Purchase	Rent	Rent
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$2.50	$2.00
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. Rental only	1. Rental only
2. 2XL/Waist 42	2. Rental only	2. Rental only
3. 3XL/Waist 44	3. Rental only	3. Rental only
4. 4XL/Waist 46	4. Rental only	4. Rental only
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	No cost	No cost
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 months	24 months

Item No.	19	20
Item	Shop Towels	Knit Cap
Material	Non-specific	100% acrylic
Weight	N/A	N/A
Style/Specifications	18 inches	Fold-up cuff
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent	Rent
Provide as Specified?	Yes X No ☐	Yes X No ☐
		Purchase only
Rental Cost: Per Unit Per Week	$.05	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Purchase only
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $.35	1. $5.00
2. 2XL/Waist 42	2. $.35	2. $5.00
3. 3XL/Waist 44	3. $.35	3. $5.00
4. 4XL/Waist 46	4. $.35	4. $5.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$.35	$5.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 months	24 Months

Item No.	21	22
Item	Short Sleeve Work Shirt (Enhanced Visibility)	Work Pants (Enhanced Visibility)
Material	65% polyester, 35% cotton	65% polyester, 35% cotton
Weight	N/A	N/A
Style/Specifications	Reflective ANSI Class	Reflective ANSI Class
Color	Any	Any
City Logo requirements	Embroidered, front-left	N/A
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.21	$.24
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1 S - XL/Waist 30 – 40	1. $20.00	1. $22.00
2. 2XL/Waist 42	2. $20.00	2. $22.00
3. 3XL/Waist 44	3. $22.00	3. $24.00
4. 4XL/Waist 46	4. $22.00	4. $24.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$20.00	$22.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	23	24
Item	Long Sleeve 100% Cotton Shirt	Short Sleeve Polo Shirt
Material	100% Cotton	100% Cotton
Weight	6 oz.	6 oz.
Style/Specifications	Men's & Women's sizes required 2 –piece back yoke 2 button-through chest pockets Short sleeve—double-turned hems Banded dress-shirt style collar 6- or 7-button front Full-cut/Relaxed Fit	N/A
Color	Any	Any
City Logo requirements	Embroidered, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.15	$.16
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $14.00	1. $14.00
2. 2XL/Waist 42	2. $14.00	2. $14.00
3. 3XL/Waist 44	3. $16.00	3. $16.00
4. 4XL/Waist 46	4. $16.00	4. $16.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$14.00	$14.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	25	26
Item	Long 100% Cotton Work Pants	Bath Towels
Material	100% Cotton	Non-specific
Weight	Minimum 7.75 oz	N/A
Style/Specifications	Men's & Women's sizes required 2 back pocket 2 set-in hip pockets Heavy-duty brass zipper Button-front closure Belt loops No cuffs Boot-cut Relaxed fit Plain/flat front Slack style	22x44
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent/Purchase	Rent
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.19	$.48
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $17.00	1. $1.25
2. 2XL/Waist 42	2. $17.00	2. $1.25
3. 3XL/Waist 44	3. $19.00	3. $1.25
4. 4XL/Waist 46	4. $19.00	4. $1.25
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$17.00	$1.25
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	27	28
Item	Lab Coat	Long Sleeve 100% Cotton Shirt (Enhanced Visibility)
Material	80% polyester 20% cotton poplin	100% Cotton
Weight	Minimum 5 oz	6 oz.
Style/Specifications	Men's & Women's sizes required Pre-cured durable press One-Piece Lined Notched lapel Left breast pocket Bartacked pencil stall Two lower pockets Side-vent openings	N/A
Color	Any	Any
City Logo requirements	N/A	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.12	$.26
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $11.00	1. $23.00
2. 2XL/Waist 42	2. $11.00	2. $23.00
3. 3XL/Waist 44	3. $13.00	3. $25.00
4. 4XL/Waist 46	4. $13.00	4. $25.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$11.00	$23.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	29	30
Item	Flame Resistant Long Sleeve Shirts with Silver Or Double Yellow Reflective Striping	Flame Resistant Pants with Silver or Double Yellow Reflective Striping
Material	Flame Resistant	98% aramid fiber 2% static dissipative fiber
Weight	Minimum 4.5 oz	Minimum 6 oz
Style/Specifications	Men's & Women's sizes required Retroreflective silver or double yellow tape on front, across back and around sleeves Chest pocket flaps Reinforced pencil stall in left pocket	Men's & Women's sizes required Retroreflective silver or double yellow tape around both knee areas Heavy-duty brass zipper Dress style comfort waistband with button Two front pockets Two rear welt pockets (one with button)
Color	Any	Any
City Logo requirements	Screen Printed, front-left	N/A
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.87	$.87
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $79.00	1. $79.00
2. 2XL/Waist 42	2. $79.00	2. $79.00
3. 3XL/Waist 44	3. $81.00	3. $81.00
4. 4XL/Waist 46	4. $81.00	4. $81.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$79.00	$79.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	31	32
Item	Flame Resistant Long Sleeve Metal Button Front Coveralls with Reflective Silver or Double Yellow Tape	Crewneck Fleece Sweatshirts
Material	Flame Resistant	80% Cotton 20% Poly fleece
Weight	Minimum 8.5	Minimum 12 oz
Style/Specifications	Men's & Women's sizes required Retroreflective silver or double yellow tape on front, across back and around sleeves Chest pocket flaps Reinforced pencil stall in left pocket	
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Provide as Specified?	Yes X No ☐	Yes X No ☐
		Purchase only
Rental Cost: Per Unit Per Week	$1.23	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Purchase only 9 1
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $112.00	1. $21.00
2. 2XL/Waist 42	2. $112.00	2. $21.00
3. 3XL/Waist 44	3. $114.00	3. $23.00
4. 4XL/Waist 46	4. $114.00	4. $23.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$112.00	21.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

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

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

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

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

4. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I 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 coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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 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-I.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**				

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 _____

City of Oxnard
Request for Bid
PW 21-01

Uniform Rental/Purchase and Laundry Services

Bid Close Date: September 25, 2020
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030

www.oxnard.org

Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/

CITY OF OXNARD
INSTRUCTIONS TO BIDDERS

1.0 PUBLIC PURCHASE

1.1 As a Public Entity, the City of Oxnard (City) adheres to the transparent public bidding process, and utilizes the online web services of Public Purchase, www.publicpurchase.com, a third-party electronic bidding website that allows vendors to register for specific goods and services by selecting a National Institution of Governmental Purchasing (NIGP) code as the commodity part number. Upon registration with Public Purchase, registered Bidder(s) will receive e-mail notifications of upcoming bidding opportunities for the items your company identified. Registered bidder(s) will also be able to view all the open bids, electronically respond to the bids, and see bid results when they are awarded. Additionally, registered bidder(s) will receive notices of any addendums to those bids, as well as have the opportunity to post questions and receive answers pertaining to that bid. All questions and answers are posted on-line so that all bidders have access to the same information regarding the bid.

1.2 Completion of this process will allow your business to participate in future City business bidding opportunities. It also provides the ability to maintain your data as your business grows or changes.

1.3 There is NO CHARGE to register for this service. Public Purchase has other services available for a fee, but that is solely at your discretion and not required to do business with the City.

1.4 Just a couple helpful hints before starting your registration:

- ✓ First, bid notifications are based on registered e-mail addresses, hence, it is recommended you use a generic e-mail address for your company, if you have one, and a second email address for a specific individual, if available. That way, if personal e-mail addresses change, your organization still receives notification of bidding opportunities.

- ✓ Secondly, make sure your company has saved the user-name and password in a secure location, so that it is accessible when you are not available.

1.5 A third party web based e-Procurement service provider utilized by the City for solicitations. It will take only minutes to register and it is free. For future bidding, opportunities please also register online. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidder's questions will be posted online on the Public Purchase website for this particular solicitation.

1.6 The City cannot guarantee you will receive notice of every opportunity to sell to the City, it is encouraged to visit our Purchasing website at https://www.oxnard.org/rfps-and-rfqs/ for Bidding Opportunities on a regular basis for a listing of current bid solicitations.

PREPARATION OF BID

1.0 Proposers will be responsible to carefully examine the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
August 25, 2020	Release of Solicitation
September 18, 2020	Last day for Questions by Bidders
September 25, 2020	Submission of the bid is due to the City of Oxnard Purchasing Division by **2:00 p.m.** online at www.publicpurchase.com
September 28-29,2020	Review of Bid
October 2020	Agreement Development/Negotiations
November 24, 2020	Public Works & Transportation Committee Meeting
December 15, 2020	City Council approval
February 2021	Contract work begins

The above dates are tentative and are subject to change as necessary.

2.0 EXAMINATION OF REQUIREMENTS

Each bidder must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each bidder shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a bidder from any obligation in respect to this bid as submitted. Any misinterpretation of the requirements is solely that of the bidder's.

3.0 PREPARATION OF BID

3.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, C, D, E and F, in its entirety, which includes the bid documents and specifications**. Failure to do so may cause rejection of the bid.

3.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. All changes must be crossed out and initialed. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered. All items will be construed as complete and prices shown shall be the prices bid for all equipment, labor, materials and services required by the specifications. Bidder will not be released from the obligation of the bid if errors have been made in the submittal. Bidder may include any other information they deem necessary and not included in this RFB.

3.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

3.4 The bid must be submitted by an authorized agent of the submitting entity.

4.0 FORMAT

Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.

5.0 COMPANY PROFILE

This section of the proposal is designed to establish the bidder 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:

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

BIDDER'S RESPONSE: UniFirst 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:*** Publicly Owned

ii. ***BIDDER'S RESPONSE:*** President- Steve Sintros, Sr. Vice President- David DiFillippo, Branch Manager- Daniel Roach, District Service Manager- Nik Patel

iii. ***BIDDER'S RESPONSE:*** 84 years

iv. ***BIDDER'S RESPONSE:*** UniFirst Corporation. 10244 Norris Ave. Pacoima, Ca 91331. Branch Manager- Daniel Roach, District Service Manager- Nik Patel, Office Administrator- Veronica Delatorre, Customer Service Representative- Vanessa Escobedo.

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: N/A

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

BIDDER'S RESPONSE: Daniel Roach and Nik Patel

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:*** District Service Manager

ii.	***BIDDER'S RESPONSE:*** Account Manager for 175 accounts throughout LA, Ventura, Santa Barbara counties.

iii.	***BIDDER'S RESPONSE:*** I oversee 175 accounts throughout Southern California and the Central Coast. I have been working for UniFirst for 3 years and have a high track record of customer satisfaction.

iv.	***BIDDER'S RESPONSE:*** Bachelor's in Business Administration, California State University Northridge

v.	***BIDDER'S RESPONSE:*** N/A

vi.	***BIDDER'S RESPONSE:*** N/A

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

CITY INFORMATION

6.0 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.

7.0 SCOPE OF SERVICES & VENDOR RESPONSIBLITIES

Any requests by the City for additional uniform items, replacement items, change in size, etc. needs to be made to Vendor by the Supervisor or Manager of each Division. Individual employees may not make any uniform requests directly to Vendor; the City will not pay for these charges.
Vendor shall provide uniforms for City staff and any and all staff providing temporary or supplemental labor services on behalf of the City.

RENTAL

At initiation of the contract, all uniform items are to be supplied new and unused.

Uniform rentals, purchases and laundry service items are provided to locations/divisions as follows:

ADVANCED WATER PURIFICATION FACILITY: 5700 S. PERKINS RD., OXNARD, CA 93033
Technical Services

WASTEWATER: 6001 S. PERKINS RD., OXNARD, CA 93033
Collection System Maintenance
Treatment System Maintenance
Treatment Operations
Laboratory Services

WATER CAMPUS: 251 S. HAYES AVE., OXNARD, CA 93030
Distribution
Meter Shop
Treatment

GENERAL SERVICES DIVISION: 1060 PACIFIC AVE., OXNARD, CA 93030
Facility Maintenance
Custodial Services
Graffiti Action Program

STREETS DIVISION: 1060 PACIFIC AVE., OXNARD, CA 93030
Traffic Signals

FLEET SERVICES: 2 LOCATIONS FOR DELIVERIES: 1060 PACIFIC AVE., OXNARD, CA 93030 AND 111 S. DEL NORTE BLVD., OXNARD, CA 93030

PARKS DIVISION: 1060 PACIFIC AVE., OXNARD, CA 93030

ENVIRONMENTAL RESOURCES: 111 S. DEL NORTE BLVD., OXNARD, CA 93030

SURVEY DEPARTMENT: 305 W 3RD ST., EAST WING, 2ND FL, OXNARD, CA 93030

FIRE ADMINISTRATION OFFICE: 360 W. 2ND ST., OXNARD CA, 93030

FIRE STATION 1: 491 S. K ST., OXNARD CA, 93030

FIRE STATION 2: 531 E. PLEASANT VALLEY RD., OXNARD CA, 93033

FIRE STATION 3: 150 HILL ST., OXNARD CA, 93033

FIRE STATION 4: 230 W. VINEYARD AVE., OXNARD CA, 93036

FIRE STATION 5: 1450 COLONIA RD., OXNARD CA, 93030

FIRE STATION 6: 2601 PENINSULA RD., OXNARD CA, 93035

FIRE STATION 7: 3300 TURNOUT PARK CIRCLE, OXNARD CA, 93036

FIRE STATION 8: 3000 S. ROSE AVE., OXNARD CA, 930303

LAUNDER

Vendor shall launder rented or purchased garments.

Uniforms shall be delivered on hangers, pressed, wrinkle free and ready to wear. Any uniform delivered otherwise will be rejected and no rental or laundering fee paid. Vendor shall replace garments not properly washed or ironed within two (2) working days.

The City promotes environmentally safe and sustainable laundry practices. Thus, the City will give preference to vendors using products and practices that promote pollution prevention and toxin reduction. The Vendor must list the types of laundry chemicals used to clean garments at its facility. Vendors using non-toxic detergents designed for use in motels, hospitals and retirement home laundries that contain no phosphates and that are highly efficient when removing ground-in dirt from garments will be given preference.

Division supervisors may order additional new uniforms throughout the term of the contract, in which case these provisions shall apply.

Bidders are required to meet all OSHA requirements.

MEASUREMENTS OF INDIVIDUALS

At the start of the contract, Vendor shall take employee measurements on-site at each location. Vendor shall work with the Division Supervisor to coordinate dates and times for measurements. Alterations may be required for certain individuals and Vendor shall supply cost associated with each uniform alteration.

Additionally, Vendor shall be responsible for individual measurements and resultant fit of the uniforms. Vendor should allow for shrinkage on rental garments of about three (3) to five (5) inches. Also, an employee shall be able, at no additional charge to the City, to switch sizes if his/her shirt or pant size increases or decreases.

Vendor shall maintain a record of the size of each uniform item for each employee that has been issued a uniform. Vendor shall add or delete items and quantities, as required, to meet the City's needs.

INVENTORY TRACKING

Vendor shall issue new rental uniforms to employees at the beginning of the contract period as specified. The inventory per person per week will be determined by the City and is subject to change to meet changing requirements of the City operations. Thereafter, Vendor shall maintain sufficient stock to provide complete new uniform sets within one (1) to two (2) weeks for newly hired employees. The City reserves the right to add and remove employees at the per uniform item costs listed in the Request for Proposal Bid Document.

Vendor shall track inventory of City-owned garments submitted for laundry, repair or replacement.

PICK UP/DELIVERY

Vendor is responsible for pick-up and delivery of all uniform items (rental and City-owned).

Vendor shall pick up soiled garments once a week from each unit location and deliver on hangers to the same location within one (1) week. Vendor shall pickup and deliver uniforms once per week for fifty-two (52) weeks per year.

Vendor shall complete an itemized list of the rental or City-owned uniform items and quantity being picked up for laundering. Vendor shall submit a copy of the itemized list to the unit for reconciliation when the clean garments are returned. Vendor shall remain at the delivery site while the garments are checked in. Vendor shall correct any discrepancy (missing items, damaged items, garments not properly washed, etc.) within two (2) days and issue a revised itemized list of reconciliation.

DAMAGED/REPAIR ITEMS

All uniform items supplied will be in good condition and will be maintained and repaired as needed. Uniform items must be clean and free of holes, rips and/or tears. New garments will be supplied when uniforms are beyond reasonable repair, at no additional fee to the City.

The City recognizes its financial obligation for any uniform items that are ruined by actions of the employee or those items that have lasted the life of the uniform item. The life of the uniform, or "wear and tear" period, shall be determined by the Vendor and requires written approval by the City. Such obligations will be negotiated between Vendor and the City to a mutually acceptable and fair arrangement consistent with the request for proposal bid documents.

LOST/MISSING ITEMS

New garments will be supplied if uniform items are lost by the Vendor, at no additional fee to the City. The City recognizes its financial obligation for any uniform items that are lost by the employee. Such obligations will be negotiated between Vendor and the City to a mutually acceptable and fair arrangement consistent with the request for proposal bid documents.

UNIFORM PROVISIONS

The City will not allow miscellaneous charges to the quoted weekly uniform price including, but not limited to:

a) Route bag charges
b) Make-up charges
c) Name emblems
d) Shipping and handling charges
e) Large and/or tall sizes

Vendor shall have a laundering charge separate from the rental charge. The City will only pay to launder items that are submitted for cleaning each week.

Vendor shall mark or label each rental item of clothing clearly, but inconspicuously, to permit employee (user) identification. Patching and threading on rental garments must be of the same material as the rental garment.

Vendor shall provide name labels as directed by Divisions and City logos for each shirt, jacket, coverall, lab coat, safety vest and rain suit and any other product as requested by Division and include any charge as part of the proposal price. There will be no additional charge to the City for the labels and logos. Logos and labels can be embroidered, or ironed on. The locations will vary slightly depending on the uniform item and will be specified by the Division Manager. Prior to beginning the contract, the City and successful Vendor will meet to agree upon the exact placement, colors, materials, etc. of the logos and name labels. The successful Vendor will provide samples of all finished products for approval by City staff before production and initial issue.

Also, City logos, provided by Vendor, shall be placed on every cap and knit cap. The City logo will be placed in the center of the front of each cap and knit cap.

Embroidery must meet the standards of the City's logo requirements.

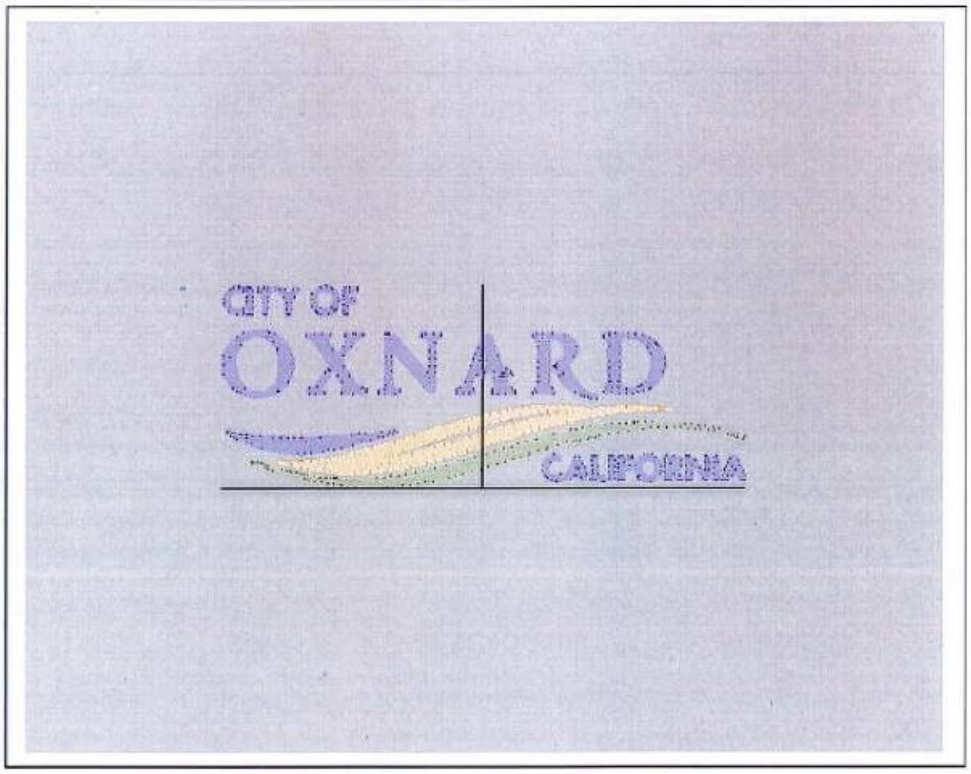
Vendor shall guarantee that, during the term of the contract, all new employee uniform items and replacement items for existing employees will be delivered within one (1) to two (2) weeks of the order.

UNIFORM CITY LOGO DIMENSIONS

Left Chest Embroidery:

%CoName%

Date : 12/09/12	Name : 1253854	Scale : 1.000 : 1.0
Stitches : 4895	Ref : 0000020e-20120802-044933	Width : 101.52
Customer : Unspecified		Height : 39.00



Threads Used	Colour Sequence
(1) 1767 Dollar Blue	1
(2) 1771 Mustard	2
(3) 1701 Green	3
	1

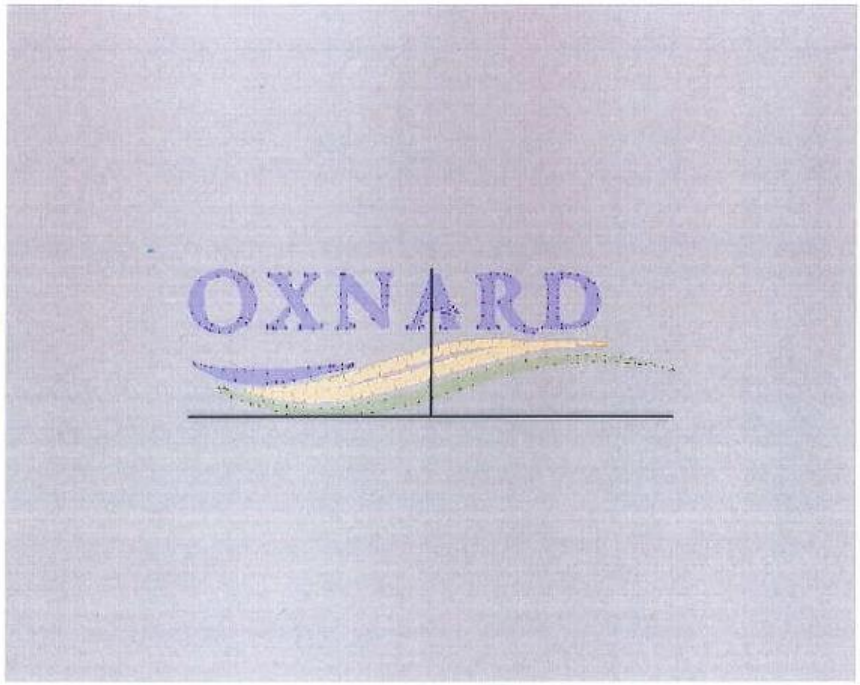
Description / Special Instructions :

ORANGE KNIT

Beanie Embroidery:

%CoName%

Date : 03/12/12	Name : 1257324	Scale : 1.000 : 1.0
Stitches : 3881	Ref : 0000020e-20120802-044933	Width : 101.2 mm
Customer : Unspecified		Height : 30.6 mm



Threads Used	Colour Sequence
(1) 1771 Mustard	1
(2) 1701 Green	2
(3) 1767 Dollar Blue	3

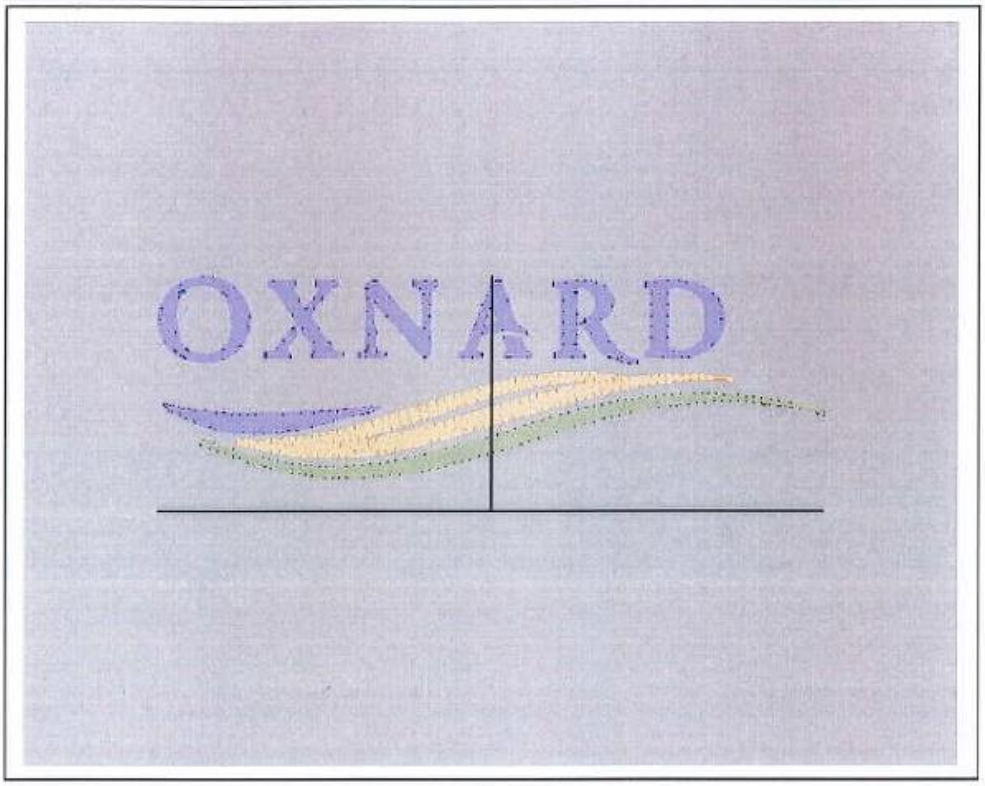
Description / Special Instructions :

KNIT HAT FRONT (BLACK)

Hat Embroidery:

%CoName%

Date : 03/12/12	Name : 1257325	Scale : 1.000 : 1.0
Stitches : 4736	Ref : 0000020e-20120802-044933	Width : 126.9 mm
Customer : Unspecified		Height : 44.5 mm

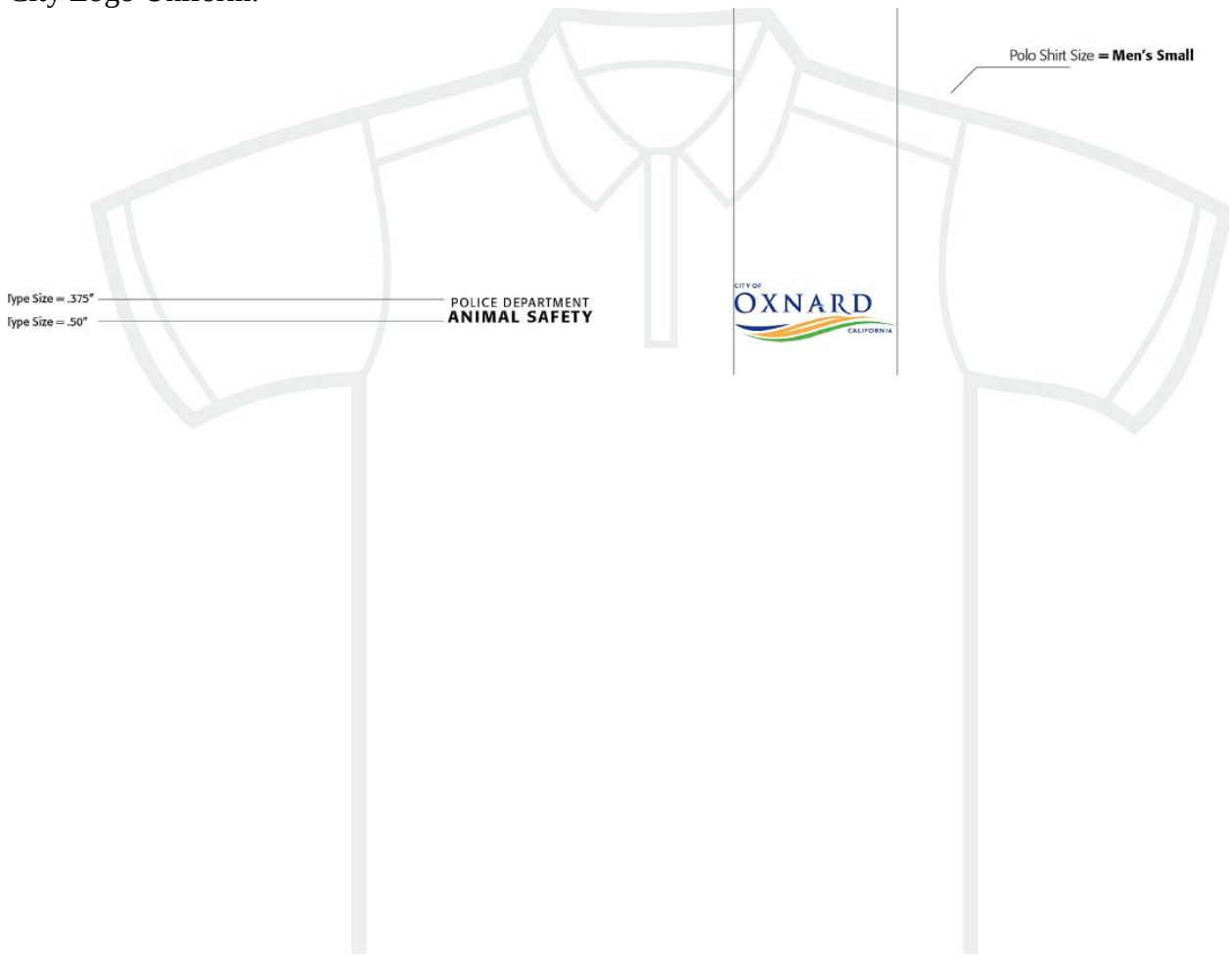


Threads Used	Colour Sequence
(1) 1771 Mustard	1
(2) 1701 Green	2
(3) 1767 Dollar Blue	3

Description / Special Instructions :

HAT FRONT (BLACK)

City Logo Uniform:



MISCELLANEOUS ITEMS PROVISIONS

The City will not pay any soiled "minimum guarantee" quantities for mats, terry towels or bath towels. The City will only pay for the actual quantity of soiled items exchanged.

The quantity of work to be performed and materials to be furnished are approximations only, being provided as a basis for the comparison of bids. The City does not guarantee that the actual amounts required will correspond with those shown. The City may increase or decrease the amount of any item or portion of work to be performed or materials to be furnished, or the City may omit any such item or portion.

The City recognizes its financial obligation for any miscellaneous items that are lost by the City. Such obligations will be negotiated between Vendor and the City to a mutually acceptable and fair arrangement consistent with the Request for Bid Documents.

BILLING AND CREDITS

Vendor shall submit invoices weekly. The invoice shall include the account number, names of employees, employee unit name, the number and type of garments rented and laundered or the number and type of City-owned items laundered and all associated costs.

8.0 TERM

The period of performance anticipated for this solicitation and shall be for Three (3) years, 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.

ATTACHMENT A

REQUEST FOR BID
PW21-01
BID DOCUMENTS

Bidders Name: UniFirst

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	9/10/20_____	#03	9/10/20_____
#02	9/10/20_____	#04	9/10/20_____

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

In addition to filling out the bid thoroughly, a Bidder must submit a list of all other items that he/she/it sells or leases with the price and description of the item. All documents to be submitted by Bidder.

Item No.	1	2
Item	Long Polyblend Work Pants	Long Denim Jean Pants
Material	35% cotton, 65% polyester	100% cotton
Weight	Minimum 7.75 oz	Minimum 14.5 oz
Style/Specifications	Men's & Women's sizes required 2 back pocket 2 set-in hip pockets Heavy-duty brass zipper Button-front closure Belt loops No cuffs Boot-cut Relaxed fit Plain/flat front Slack style	Men's & Women's sized required 5 pockets Heavy-duty brass zipper Metal Button-front closure Belt loops No cuffs Boot-cut Relaxed fit Blue denim
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent/Purchase	Rent/Purchase
Approx. Qty	941	492
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified? If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.16	$.26
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $16.00	1. $18.00
2. 2XL/Waist 42	2. $16.00	2. $18.00
3. 3XL/Waist 44	3. $18.00	3. $19.00
4. 4XL/Waist 46	4. $18.00	4. $19.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$12.99	$14.99
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	3	4
Item	Short Sleeve Poly/Cotton Work Shirt	Long Sleeve Poly/Cotton Work Shirt
Material	35% cotton, 65% polyester	35% cotton, 65% polyester
Weight	Minimum 4.25 oz	Minimum 4.25 oz
Style/Specifications	Men's & Women's sizes required 2 –piece back yoke 2 button-through chest pockets Short sleeve—double-turned hems Banded dress-shirt style collar 6- or 7-button front Full-cut/Relaxed Fit	Men's & Women's sized required 2-piece back yoke 2 button-through chest pockets Long sleeve—lined cuffs, button closure Banded dress-shirt style collar 6- or 7-button front Full-cut/Relaxed Fit
Color	Any	Any
City Logo requirements	Embroidered, front-left	Embroidered, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Approx. Qty	746	557
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified? If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.12	$.12
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $10.00	1. $10.00
2. 2XL/Waist 42	2. $10.00	2. $10.00
3. 3XL/Waist 44	3. $11.00	3. $11.00
4. 4XL/Waist 46	4. $11.00	4. $11.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$9.00	$9.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	5	6
Item	Short Sleeve Polo Shirt	T-Shirts
Material	100% woven/spun polyester	100% Ultra Cotton
Weight	Minimum 4.25 oz	Minimum 7.5 oz
Style/Specifications	One Chest Pocket on top left Hemmed sleeves Collar 3 button Placket	Short sleeves Pocket on top left
Color	Any	Any
City Logo requirements	Embroidered, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Approx. Qty	297	64
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified? If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).	Yes X No ☐	Yes X No ☐ Purchase only
Rental Cost: Per Unit Per Week	$.13	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $13.00	1. $7.00
2. 2XL/Waist 42	2. $13.00	2. $7.00
3. 3XL/Waist 44	3. $14.00	3. $8.00
4. 4XL/Waist 46	4. $14.00	4. $8.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$12.00	$7.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	7	8
Item	Lined Service Jacket	Low-Shrink Hooded Zip-Front Sweatshirt
Material	35% combed cotton, 65% polyester	80% cotton 20% polyester shell
Weight	Minimum 7.5 oz	Minimum 9 oz
Style/Specifications	Button cuffs 2 side slash pockets Quilted permanent lining Midweight Lined Hip-length Heavy Duty Zipper	Fade resistant Shrink resistant Zip front Pouch-front pocket Set-in sleeves Ribbed cover-stitch waist Ribbed cuffs Machine wash, dry
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Embroidered, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Approx. Qty	236	69
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified? If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).	Yes X No ☐	Yes X No ☐ Purchase only
Rental Cost: Per Unit Per Week	$.36	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $28.00	1. $22.00
2. 2XL/Waist 42	2. $28.00	2. $22.00
3. 3XL/Waist 44	3. $29.00	3. $23.00
3. 4XL/Waist 46	4. $29.00	4. $23.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$25.00	$22.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	9	10
Item	Lined Water-Resistant Jacket	Long Sleeve Metal Button Front Coveralls
Material	100% polyester or other non-nylon material	100% cotton
Weight		Minimum 8.5
Style/Specifications	Water-resistant Matte polyurethane, or similar finish Adjustable snap cuffs 2 slash side pockets Fold-away lined hood, optional Midweight Fleece or similar lining Hip-length Zipper	Pre-shrunk 100% cotton 8.5 oz. twill Sized to be worn over clothes One-piece topstitched collar Concealed, heavy-duty button front Chest pockets and rule pocket on right leg Two set-in front pockets and two patch hip pockets Industrial launderable
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Embroidered, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Approx. Qty	70	157
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified? If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.40	$.40
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $34.00	1. $27.00
2. 2XL/Waist 42	2. $34.00	2. $27.00
3. 3XL/Waist 44	3. $35.00	3. $28.00
4. 4XL/Waist 46	4. $35.00	4. $28.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$32.00	$25.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	11	12
Item	Solid Safety Vest – ANSI Class 2	High Visibility (Safety) Rain Jacket – ANSI Class 3
Material	100% polyester tricot	100% polyurethane-coated (or similar) polyester
Weight	Minimum 2.95 oz	
Style/Specifications	2 inch silver reflective tape Hook-and-loop closure Heavy duty Withstands a minimum of 25 washes	Waterproof Breathable Zipper closure with storm flap Detachable rollaway hood 2 inch silver reflective tape/material
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Approx. Qty	276	37
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified? If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).	Yes X No ☐ Purchase	Yes X No ☐ Purchase
Rental Cost: Per Unit Per Week	Purchase only	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included	Included
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $13.00	1. $48.00
2. 2XL/Waist 42	2. $13.00	2. $48.00
3. 3XL/Waist 44	3. $14.00	3. $50.00
4. 4XL/Waist 46	4. $14.00	4. $50.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$11.00	$46.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	13	14
Item	Structured Flexfit Cap	Reflective Jackets
Material	Cotton	65% polyester, 35% cotton
Weight	N/A	N/A
Style/Specifications	Soil repellant Quick drying Flexfit	Reflective ANSI Class
Color	Any	Any
City Logo requirements	Embroidered on, front center	Screen Printed, front-left
Rent/Purchase	Purchase	Rent/Purchase
Approx. Qty	544	319
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified? If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).	Yes X No ☐ Purchase only	Yes X No ☐
Rental Cost: Per Unit Per Week	Purchase only	$.32
Laundry Cost: Rental Item - Per Item Per Week	Purchase only	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $7.00	1. $30.00
2. 2XL/Waist 42	2. $7.00	2. $30.00
3. 3XL/Waist 44	3. $7.00	3. $32.00
4. 4XL/Waist 46	4. $7.00	4. $32.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$7.00	$30.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	15	16
Item	3' x 4' Floor Mats	3' x 5' Floor Mats
Material	Non-specific	Non-specific
Weight	N/A	N/A
Style/Specifications	3 feet x 4 feet Heavy rubber backing	3 feet x 5 feet Heavy rubber backing
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent	Rent
Approx. Qty	27	38
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified? If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$1.25	$1.25
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. Rental only	1. Rental only
2. 2XL/Waist 42	2. Rental only	2. Rental only
3. 3XL/Waist 44	3. Rental only	3. Rental only
4. 4XL/Waist 46	4. Rental only	4. Rental only
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	No cost	No cost
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 months	24 months

Item No.	17	18
Item	3' x 10' Floor Mats	4' x 6' Floor Mats
Material	Non-specific	Non-specific
Weight	N/A	N/A
Style/Specifications	3 feet x 10 feet Heavy rubber backing	4 feet x 6 feet Heavy rubber backing
Color	Any	Any
City Logo requirements	N/A	Embroidered, center
Rent/Purchase	Rent	Rent
Approx. Qty	As Needed	5
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified? If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$2.50	$2.00
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. Rental only	1. Rental only
2. 2XL/Waist 42	2. Rental only	2. Rental only
3. 3XL/Waist 44	3. Rental only	3. Rental only
4. 4XL/Waist 46	4. Rental only	4. Rental only
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	No cost	No cost
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 months	24 months

Item No.	19	20
Item	Shop Towels	Knit Cap
Material	Non-specific	100% acrylic
Weight	N/A	N/A
Style/Specifications	18 inches	Fold-up cuff
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent	Rent
Approx. Qty	440	476
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified?	Yes X No ☐	Yes X No ☐
If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).		Purchase only
Rental Cost: Per Unit Per Week	$.05	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Purchase only
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $.35	1. $5.00
2. 2XL/Waist 42	2. $.35	2. $5.00
3. 3XL/Waist 44	3. $.35	3. $5.00
4. 4XL/Waist 46	4. $.35	4. $5.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$.35	$5.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 months	24 Months

Item No.	21	22
Item	Short Sleeve Work Shirt (Enhanced Visibility)	Work Pants (Enhanced Visibility)
Material	65% polyester, 35% cotton	65% polyester, 35% cotton
Weight	N/A	N/A
Style/Specifications	Reflective ANSI Class	Reflective ANSI Class
Color	Any	Any
City Logo requirements	Embroidered, front-left	N/A
Rent/Purchase	Rent/Purchase	Rent/Purchase
Approx. Qty	872	1,587
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified?	Yes X No ☐	Yes X No ☐
If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).		
Rental Cost: Per Unit Per Week	$.21	$.24
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1 S - XL/Waist 30 – 40	1. $20.00	1. $22.00
2. 2XL/Waist 42	2. $20.00	2. $22.00
3. 3XL/Waist 44	3. $22.00	3. $24.00
4. 4XL/Waist 46	4. $22.00	4. $24.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$20.00	$22.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	23	24
Item	Long Sleeve 100% Cotton Shirt	Short Sleeve Polo Shirt
Material	100% Cotton	100% Cotton
Weight	6 oz.	6 oz.
Style/Specifications	Men's & Women's sizes required 2 –piece back yoke 2 button-through chest pockets Short sleeve—double-turned hems Banded dress-shirt style collar 6- or 7-button front Full-cut/Relaxed Fit	N/A
Color	Any	Any
City Logo requirements	Embroidered, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Approx. Qty	33	33
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified? If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.15	$.16
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $14.00	1. $14.00
2. 2XL/Waist 42	2. $14.00	2. $14.00
3. 3XL/Waist 44	3. $16.00	3. $16.00
4. 4XL/Waist 46	4. $16.00	4. $16.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$14.00	$14.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	25	26
Item	Long 100% Cotton Work Pants	Bath Towels
Material	100% Cotton	Non-specific
Weight	Minimum 7.75 oz	N/A
Style/Specifications	Men's & Women's sizes required 2 back pocket 2 set-in hip pockets Heavy-duty brass zipper Button-front closure Belt loops No cuffs Boot-cut Relaxed fit Plain/flat front Slack style	22x44
Color	Any	Any
City Logo requirements	N/A	N/A
Rent/Purchase	Rent/Purchase	Rent
Approx. Qty	66	50
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified? If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.19	$.48
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $17.00	1. $1.25
2. 2XL/Waist 42	2. $17.00	2. $1.25
3. 3XL/Waist 44	3. $19.00	3. $1.25
4. 4XL/Waist 46	4. $19.00	4. $1.25
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$17.00	$1.25
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	27	28
Item	Lab Coat	Long Sleeve 100% Cotton Shirt (Enhanced Visibility)
Material	80% polyester 20% cotton poplin	100% Cotton
Weight	Minimum 5 oz	6 oz.
Style/Specifications	Men's & Women's sizes required Pre-cured durable press One-Piece Lined Notched lapel Left breast pocket Bartacked pencil stall Two lower pockets Side-vent openings	N/A
Color	Any	Any
City Logo requirements	N/A	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Approx. Qty	55	25
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified? If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.12	$.26
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $11.00	1. $23.00
2. 2XL/Waist 42	2. $11.00	2. $23.00
3. 3XL/Waist 44	3. $13.00	3. $25.00
4. 4XL/Waist 46	4. $13.00	4. $25.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$11.00	$23.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	29	30
Item	Flame Resistant Long Sleeve Shirts with Silver Or Double Yellow Reflective Striping	Flame Resistant Pants with Silver or Double Yellow Reflective Striping
Material	Flame Resistant	98% aramid fiber 2% static dissipative fiber
Weight	Minimum 4.5 oz	Minimum 6 oz
Style/Specifications	Men's & Women's sizes required Retroreflective silver or double yellow tape on front, across back and around sleeves Chest pocket flaps Reinforced pencil stall in left pocket	Men's & Women's sizes required Retroreflective silver or double yellow tape around both knee areas Heavy-duty brass zipper Dress style comfort waistband with button Two front pockets Two rear welt pockets (one with button)
Color	Any	Any
City Logo requirements	Screen Printed, front-left	N/A
Rent/Purchase	Rent/Purchase	Rent/Purchase
Approx. Qty	723	33
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified? If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).	Yes X No ☐	Yes X No ☐
Rental Cost: Per Unit Per Week	$.87	$.87
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Included in rental cost
Purchase Price Per Unit 1. S - XL/Waist 30 – 40	1. $79.00	1. $79.00
2. 2XL/Waist 42	2. $79.00	2. $79.00
3. 3XL/Waist 44	3. $81.00	3. $81.00
4. 4XL/Waist 46	4. $81.00	4. $81.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$79.00	$79.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

Item No.	31	32
Item	Flame Resistant Long Sleeve Metal Button Front Coveralls with Reflective Silver or Double Yellow Tape	Crewneck Fleece Sweatshirts
Material	Flame Resistant	80% Cotton 20% Poly fleece
Weight	Minimum 8.5	Minimum 12 oz
Style/Specifications	Men's & Women's sizes required Retroreflective silver or double yellow tape on front, across back and around sleeves Chest pocket flaps Reinforced pencil stall in left pocket	
Color	Any	Any
City Logo requirements	Screen Printed, front-left	Screen Printed, front-left
Rent/Purchase	Rent/Purchase	Rent/Purchase
Approx. Qty	24	8
TO BE COMPLETED BY THE BIDDER:		
Provide as Specified? If no, provide description of the deviations(s). If additional space is needed, please attach a separate sheet and reference the item number(s). Please have an authorized representative provide a signature after the noted deviation(s).	Yes X No ☐	Yes X No ☐ Purchase only
Rental Cost: Per Unit Per Week	$1.23	Purchase only
Laundry Cost: Rental Item - Per Item Per Week	Included in rental cost	Purchase only 9 1
Purchase Price Per Unit		
1. S - XL/Waist 30 – 40	1. $112.00	1. $21.00
2. 2XL/Waist 42	2. $112.00	2. $21.00
3. 3XL/Waist 44	3. $114.00	3. $23.00
4. 4XL/Waist 46	4. $114.00	4. $23.00
Laundry Cost: City-Owned Item – Per Item Per Week	Included	Included
Replacement Cost (due to City employee actions)	$112.00	21.00
Normal Wear & Tear Period (specify your wear & tear period expectation)	24 Months	24 Months

ATTACHMENT B
COMPANY INFORMATION

Name of Company: UniFirst Corporation

Address: 10244 Norris Ave. Pacoima, Ca 91331

Service to provide: Uniform rental/purchase and laundry services

Main Point of Contact: Daniel Roach

Fed Tax ID: 04-2103460 City Tax ID: 21-00082626

E-mail:Daniel_Roach@unifirst.com Phone:818-485-8917

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 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:*** District Service Manager

b. ***BIDDER'S RESPONSE:*** Account Manager for 175 account

c. ***BIDDER'S RESPONSE:*** 3 years of experience.

d. ***BIDDER'S RESPONSE:*** N/A

e. ***BIDDER'S RESPONSE:*** N/A

CERTIFICATIONS

I, Daniel Roach, a duly authorized agent of UniFirst
Printed Name of Agent/Officer **Name of Organization**

hereby certify that UniFirst 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: Daniel Roach Date: 9/21/20

Title of Agent/Officer: Branch Manager

"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."

ATTACHMENT C
REFERENCES

All Bidder(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:	Houweling's Tomatoes
Address:	645 Laguna Rd. Camarillo, Ca 93012
Contact person:	Miguel Campos
Email address:	Miguel.Campos@houwelings.com
Telephone address:	805-271-5105
Project name:	Houweling's Tomatoes
Dates worked performed:	4/2015-present
Summary of scope of services:	Uniform rental
Project cost:	$130,000 per year

Reference 2	
Company name:	City of Oxnard
Address:	305 West Third St., East Wing, Third Floor, Oxnard. Ca 93030
Contact person:	Regina Cuevas
Email address:	Regina.Cuevas@oxnard.org
Telephone address:	805-385-8056
Project name:	City of Oxnard
Dates worked performed:	5/2018-5/2021
Summary of scope of services:	Uniform rental
Project cost:	$786,250 total cost

Reference 3	
Company name:	Mission Avocados

Address:	2901 Camino Del Sol. Oxnard, Ca 93030
Contact person:	Belia Alfaro
Email address:	BAlfaro@missionproduce.com
Telephone address:	805-981-3650
Project name:	Mission Produce
Dates worked performed:	10/2014-Present
Summary of scope of services:	Uniform rental
Project cost:	$93,600 per year

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.

BIDDER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE: None

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No __X_____

1. If so, explain the circumstances:

_____

_____

_____

_____

_____

_____

_____

ATTACHMENT E

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Daniel Roach

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

of UniFirst Corporation
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.

Daniel Roach
Signature

ATTACHMENT F

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

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 F

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

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

Definition of Local Business

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

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

Additional supporting documentation is required to verify qualification includes:

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

Business Name: _____

Physical Address: _____

Phone: _____ E-Mail: _____

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

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

City Business License No.: _____ Taxpayer Identification No. (TIN): _____

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

_____

_____

Signature of Company Official Date

Print Name, Title

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

Uniform Rental/Purchase and Laundry Services

RFB # PW21-01

1				2			
Long Polyblend Work Pants	Aramark	Unifirst	Mission Linen	Long Denim Jean Pants	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	$0.17	$0.16	$0.16	Rental Cost: Per Unit Per Week	$0.27	$0.26	$0.20
Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00	Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00
Purchase Price Per Unit				Purchase Price Per Unit			
1) S - XL Waist 30-40	$16.99	$16.00	$19.56	1) S - XL Waist 30-40	$19.99	$18.00	$22.05
2) 2XL/Waist 42	$16.99	$16.00	$21.56	2) 2XL/Waist 42	$19.99	$18.00	$24.05
3)3XL/Waist 44	$16.99	$18.00	$23.56	3)3XL/Waist 44	$19.99	$19.00	$26.05
4) 4XL/Waist 46	$16.99	$18.00	$25.56	4) 4XL/Waist 46	$19.99	$19.00	$28.05
Replacement Cost (due to City employee actions	$18.50	$12.99	$18.95	Replacement Cost (due to City employee actions	$24.00	$14.99	$20.95
Normal Wear & Tear Period (specify your wear & tear period expectation	18-24 months	24 Months	3 years	Normal Wear & Tear Period (specify your wear & tear period expectation	18-24 months	24 Months	3 years

3				4			
Short Sleeve Poly/Cotton Work Shirt	Aramark	Unifirst	Mission Linen	Long Sleeve Poly-Cotton Work Shirt	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	$0.13	$0.12	$0.16	Rental Cost: Per Unit Per Week	$0.13	$0.12	$0.18
Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00	Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00
Purchase Price Per Unit				Purchase Price Per Unit			
1) S - XL Waist 30-40	$16.99	$10.00	$19.28	1) S - XL Waist 30-40	$18.99	$10.00	$20.70
2) 2XL/Waist 42	$16.99	$10.00	$21.28	2) 2XL/Waist 42	$18.99	$10.00	$22.70
3)3XL/Waist 44	$16.99	$11.00	$23.28	3)3XL/Waist 44	$18.99	$11.00	$24.70
4) 4XL/Waist 46	$16.99	$11.00	$25.28	4) 4XL/Waist 46	$18.99	$11.00	$24.70
Replacement Cost (due to City employee actions	$14.50	$9.00	$16.95	Replacement Cost (due to City employee actions	$14.50	$9.00	$17.95
Normal Wear & Tear Period (specify your wear & tear period expectation	18-24 Months	24 Months	3 Years	Normal Wear & Tear Period (specify your wear & tear period expectation	18-24 Months	24 Months	3 Years

5				**6**			
Short Sleeve Polo Shirt	Aramark	Unifirst	Mission Linen	T-Shirts	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	$0.22	$0.13	$0.21	Rental Cost: Per Unit Per Week	No Bid (Purchase Only)	No Bid (Purchase Only)	No Bid (Purchase Only)
Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00	Laundry Cost: Rental Item - Per Item Per Week	No Bid (Purchase Only)	No Bid (Purchase Only)	No Bid (Purchase Only)
Purchase Price Per Unit				Purchase Price Per Unit			
1) S - XL Waist 30-40	$19.99	$13.00	$25.64	1) S - XL Waist 30-40	$9.99	$7.00	$9.80
2) 2XL/Waist 42	$19.99	$13.00	$27.64	2) 2XL/Waist 42	$9.99	$7.00	$10.80
3)3XL/Waist 44	$19.99	$14.00	$29.64	3)3XL/Waist 44	$9.99	$8.00	$12.80
4) 4XL/Waist 46	$19.99	$14.00	$31.64	4) 4XL/Waist 46	$9.99	$8.00	$14.80
Replacement Cost (due to City employee actions	$24.00	$12.00	$19.95	Replacement Cost (due to City employee actions	No Bid (Purchase Only)	No Bid (Purchase Only)	No Bid (Purchase Only)
Normal Wear & Tear Period (specify your wear & tear period expectation	24-36 Months	24 Months	3 Years	Normal Wear & Tear Period (specify your wear & tear period expectation	No Bid (Purchase Only)	24 Months	No Bid (Purchase Only)

7 Lined Service Jackets	Aramark	Unifirst	Mission Linen	**8** Low-Shrink Hooded Zip Front Sweatshirt	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	$0.22	$0.36	$1.00	Rental Cost: Per Unit Per Week	No Bid (Purchase Only)	No Bid (Purchase Only)	No Bid (Purchase Only)
Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00	Laundry Cost: Rental Item - Per Item Per Week	No Bid (Purchase Only)	No Bid (Purchase Only)	No Bid (Purchase Only)
Purchase Price Per Unit				Purchase Price Per Unit			
1) S - XL Waist 30-40	$32.99	$28.00	$44.35	1) S - XL Waist 30-40	$27.99	$22.00	$31.98
2) 2XL/Waist 42	$32.99	$28.00	$46.35	2) 2XL/Waist 42	$27.99	$22.00	$33.98
3)3XL/Waist 44	$32.99	$29.00	$48.35	3)3XL/Waist 44	$27.99	$23.00	$35.98
4) 4XL/Waist 46	$32.99	$29.00	$50.35	4) 4XL/Waist 46	$27.99	$23.00	$37.98
Replacement Cost (due to City employee actions	$29.00	$25.00	$43.50	Replacement Cost (due to City employee actions	No Bid (Purchase Only)	$22.00	No Bid (Purchase Only)
Normal Wear & Tear Period (specify your wear & tear period expectation	24-36 Months	24 Months	3 Years	Normal Wear & Tear Period (specify your wear & tear period expectation	No Bid (Purchase Only)	24 Months	No Bid (Purchase Only)

9				10			
Lined Water Resistant Jacket	Aramark	Unifirst	Mission Linen	Long-Sleeve Metal Button Front Coveralls	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	No Bid (Purchase Only)	$0.40	No Bid (Purchase Only)	Rental Cost: Per Unit Per Week	$0.38	$0.40	$0.38
Laundry Cost: Rental Item - Per Item Per Week	No Bid (Purchase Only)	$0.00	No Bid (Purchase Only)	Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00
Purchase Price Per Unit				Purchase Price Per Unit			
1) S - XL Waist 30-40	$32.99	$34.00	$44.80	1) S - XL Waist 30-40	$32.99	$27.00	$43.88
2) 2XL/Waist 42	$32.99	$34.00	$46.80	2) 2XL/Waist 42	$32.99	$27.00	$45.88
3)3XL/Waist 44	$32.99	$35.00	$48.80	3)3XL/Waist 44	$32.99	$28.00	$47.88
4) 4XL/Waist 46	$32.99	$35.00	$50.80	4) 4XL/Waist 46	$32.99	$28.00	$49.88
Replacement Cost (due to City employee actions	No Bid (Purchase Only)	$32.00	No Bid (Purchase Only)	Replacement Cost (due to City employee actions	$39.00	$25.00	$34.95
Normal Wear & Tear Period (specify your wear & tear period expectation	No Bid (Purchase Only)	24 Months	No Bid (Purchase Only)	Normal Wear & Tear Period (specify your wear & tear period expectation	18-24 Months	24 Months	3 years

11				12			
Solid Safety Vest ANSI Class 2	Aramark	Unifirst	Mission Linen	High Visibility Safety Rain Jacket ANSI Class 3	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	No Bid (Purchase Only)	No Bid (Purchase Only)	$0.15	Rental Cost: Per Unit Per Week	No Bid (Purchase Only)	No Bid (Purchase Only)	No Bid (Purchase Only)
Laundry Cost: Rental Item - Per Item Per Week	No Bid (Purchase Only)	No Bid (Purchase Only)	$0.00	Laundry Cost: Rental Item - Per Item Per Week	No Bid (Purchase Only)	No Bid (Purchase Only)	No Bid (Purchase Only)
Purchase Price Per Unit				Purchase Price Per Unit			
1) S - XL Waist 30-40	$8.99	$13.00	$17.10	1) S - XL Waist 30-40	$49.99	$48.00	$43.05
2) 2XL/Waist 42	$8.99	$13.00	$19.10	2) 2XL/Waist 42	$49.99	$48.00	$45.05
3)3XL/Waist 44	$8.99	$14.00	$21.10	3)3XL/Waist 44	$49.99	$50.00	$47.05
4) 4XL/Waist 46	$8.99	$14.00	$23.10	4) 4XL/Waist 46	$49.99	$50.00	$49.05
Replacement Cost (due to City employee actions	No Bid (Purchase Only)	$11.00	$12.30	Replacement Cost (due to City employee actions	No Bid (Purchase Only)	$46.00	No Bid (Purchase Only)
Normal Wear & Tear Period (specify your wear & tear period expectation	No Bid (Purchase Only)	24 Months	25 Washes	Normal Wear & Tear Period (specify your wear & tear period expectation	No Bid (Purchase Only)	24 Months	No Bid (Purchase Only)

13				14			
Structured Flex-Fit Cap	Aramark	Unifirst	Mission Linen	Reflective Jackets	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	No Bid (Purchase Only)	No Bid (Purchase Only)	No Bid (Purchase Only)	Rental Cost: Per Unit Per Week	$0.76	$0.32	No Bid (Purchase Only)
Laundry Cost: Rental Item - Per Item Per Week	No Bid (Purchase Only)	No Bid (Purchase Only)	No Bid (Purchase Only)	Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	No Bid (Purchase Only)
Purchase Price Per Unit				Purchase Price Per Unit			
1) S - XL Waist 30-40	$10.99	$7.00	$11.95	1) S - XL Waist 30-40	$42.99	$30.00	$41.95
2) 2XL/Waist 42	$10.99	$7.00	No Bid	2) 2XL/Waist 42	$42.99	$30.00	$43.95
3)3XL/Waist 44	$10.99	$7.00	No Bid	3)3XL/Waist 44	$42.99	$32.00	$45.95
4) 4XL/Waist 46	$10.99	$7.00	No Bid	4) 4XL/Waist 46	$42.99	$32.00	$47.95
Replacement Cost (due to City employee actions	No Bid (Purchase Only)	$7.00	No Bid (Purchase Only)	Replacement Cost (due to City employee actions	$62.00	$30.00	No Bid (Purchase Only)
Normal Wear & Tear Period (specify your wear & tear period expectation	No Bid (Purchase Only)	24 Months	No Bid (Purchase Only)	Normal Wear & Tear Period (specify your wear & tear period expectation	18-24 Months	24 Months	No Bid (Purchase Only)

15				16			
3" x 4" Floor Mats	Aramark	Unifirst	Mission Linen	3" x 5" Floor Mats	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	$1.32	$1.25	$0.80	Rental Cost: Per Unit Per Week	$1.80	$1.25	$0.80
Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00	Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00
Purchase Price Per Unit	No Bid	No Bid	No Bid	Purchase Price Per Unit	No Bid	No Bid	No Bid
1) S - XL Waist 30-40	No Bid	No Bid	No Bid	1) S - XL Waist 30-40	No Bid	No Bid	No Bid
2) 2XL/Waist 42	No Bid	No Bid	No Bid	2) 2XL/Waist 42	No Bid	No Bid	No Bid
3)3XL/Waist 44	No Bid	No Bid	No Bid	3)3XL/Waist 44	No Bid	No Bid	No Bid
4) 4XL/Waist 46	No Bid	No Bid	No Bid	4) 4XL/Waist 46	No Bid	No Bid	No Bid
Replacement Cost (due to City employee actions	$45.00	$0.00	$40.40	Replacement Cost (due to City employee actions	$67.00	$0.00	$40.40
Normal Wear & Tear Period (specify your wear & tear period expectation	60 Months	24 Months	3 years	Normal Wear & Tear Period (specify your wear & tear period expectation	60 Months	24 Months	3 years

17				18			
3" x 10" Floor Mats	Aramark	Unifirst	Mission Linen	4" x 6" Floor Mats	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	$3.50	$2.50	$1.90	Rental Cost: Per Unit Per Week	$2.60	$2.00	$1.10
Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00	Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00
Purchase Price Per Unit	No Bid	No bid	No bid	Purchase Price Per Unit	No Bid	No bid	No bid
1) S - XL Waist 30-40	No Bid	No bid	No bid	1) S - XL Waist 30-40	No Bid	No bid	No bid
2) 2XL/Waist 42	No Bid	No bid	No bid	2) 2XL/Waist 42	No Bid	No bid	No bid
3)3XL/Waist 44	No Bid	No bid	No bid	3)3XL/Waist 44	No Bid	No bid	No bid
4) 4XL/Waist 46	No Bid	No bid	No bid	4) 4XL/Waist 46	No Bid	No bid	No bid
Replacement Cost (due to City employee actions	$115.00	$0.00	$75.00	Replacement Cost (due to City employee actions	$87.00	$0.00	$65.00
Normal Wear & Tear Period (specify your wear & tear period expectation	60 Months	24 Months	3 years	Normal Wear & Tear Period (specify your wear & tear period expectation	60 Months	24 Months	3 Years

19				20			
Shop Towels	Aramark	Unifirst	Mission Linen	Knit Cap	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	$0.03	$0.05	$0.05	Rental Cost: Per Unit Per Week	No Bid (Purchase Only)	No Bid (Purchase Only)	No Bid (Purchase Only)
Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00	Laundry Cost: Rental Item - Per Item Per Week	No Bid (Purchase Only)	No Bid (Purchase Only)	No Bid (Purchase Only)
Purchase Price Per Unit				Purchase Price Per Unit			
1) S - XL Waist 30-40	No Bid	$0.35	No Bid	1) S - XL Waist 30-40	$6.99	$5.00	$3.30
2) 2XL/Waist 42	No Bid	$0.35	No Bid	2) 2XL/Waist 42	$6.99	$5.00	No Bid
3)3XL/Waist 44	No Bid	$0.35	No Bid	3)3XL/Waist 44	$6.99	$5.00	No Bid
4) 4XL/Waist 46	No Bid	$0.35	No Bid	4) 4XL/Waist 46	$6.99	$5.00	No Bid
Replacement Cost (due to City employee actions	$0.40	$0.35	$0.53	Replacement Cost (due to City employee actions	No Bid (Purchase Only)	$5.00	No Bid (Purchase Only)
Normal Wear & Tear Period (specify your wear & tear period expectation	6 Months	24 Months	12 Washes	Normal Wear & Tear Period (specify your wear & tear period expectation	No Bid (Purchase Only)	24 Months	No Bid (Purchase Only)

21 Short Sleeve Work Shirt (Enhanced Visibility)	Aramark	Unifirst	Mission Linen	**22** Work Pants (Enhanced Visibility)	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	$0.34	$0.21	$0.36	Rental Cost: Per Unit Per Week	$0.36	$0.24	$0.36
Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00	Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00
Purchase Price Per Unit				Purchase Price Per Unit			
1) S - XL Waist 30-40	$22.99	$20.00	$37.60	1) S - XL Waist 30-40	$29.99	$22.00	$36.20
2) 2XL/Waist 42	$22.99	$20.00	$38.60	2) 2XL/Waist 42	$29.99	$22.00	$38.20
3)3XL/Waist 44	$22.99	$22.00	$40.60	3)3XL/Waist 44	$29.99	$24.00	$40.20
4) 4XL/Waist 46	$22.99	$22.00	$42.60	4) 4XL/Waist 46	$29.99	$24.00	$42.20
Replacement Cost (due to City employee actions	$29.00	$20.00	$34.98	Replacement Cost (due to City employee actions	$35.00	$22.00	$34.98
Normal Wear & Tear Period (specify your wear & tear period expectation	18-24 Months	24 Months	3 years	Normal Wear & Tear Period (specify your wear & tear period expectation	18-24 Months	24 Months	3 years

23 Long Sleeve 100% Cotton Shirt	Aramark	Unifirst	Mission Linen	**24** Short Sleeve Polo Shirt	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	$0.18	$0.15	$0.18	Rental Cost: Per Unit Per Week	No Bid (Purchase Only)	$0.16	$0.21
Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00	Laundry Cost: Rental Item - Per Item Per Week	No Bid (Purchase Only)	$0.00	$0.00
Purchase Price Per Unit				Purchase Price Per Unit			
1) S - XL Waist 30-40	$21.99	$14.00	$27.60	1) S - XL Waist 30-40	$16.99	$14.00	$25.63
2) 2XL/Waist 42	$21.99	$14.00	$29.60	2) 2XL/Waist 42	$16.99	$14.00	$27.63
3)3XL/Waist 44	$21.99	$16.00	$31.60	3)3XL/Waist 44	$16.99	$16.00	$29.63
4) 4XL/Waist 46	$21.99	$16.00	$33.60	4) 4XL/Waist 46	$16.99	$16.00	$31.63
Replacement Cost (due to City employee actions	$18.50	$14.00	$20.95	Replacement Cost (due to City employee actions	No Bid (Purchase Only)	$14.00	$19.95
Normal Wear & Tear Period (specify your wear & tear period expectation	18-24 Months	24 Months	3 years	Normal Wear & Tear Period (specify your wear & tear period expectation	No Bid (Purchase Only)	24 Months	3 years

25				26			
Long 100% Cotton Work Pants	Aramark	Unifirst	Mission Linen	Bath Towels	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	$0.21	$0.19	$0.23	Rental Cost: Per Unit Per Week	$0.09	$0.48	$0.30
Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00	Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00
Purchase Price Per Unit				Purchase Price Per Unit			
1) S - XL Waist 30-40	$19.99	$17.00	$27.20	1) S - XL Waist 30-40	No Bid	$1.25	No Bid
2) 2XL/Waist 42	$19.99	$17.00	$29.20	2) 2XL/Waist 42	No Bid	$1.25	No Bid
3)3XL/Waist 44	$19.99	$19.00	$31.20	3)3XL/Waist 44	No Bid	$1.25	No Bid
4) 4XL/Waist 46	$19.99	$19.00	$33.20	4) 4XL/Waist 46	No Bid	$1.25	No Bid
Replacement Cost (due to City employee actions	$22.00	$17.00	$24.95	Replacement Cost (due to City employee actions	$3.00	$1.25	$3.40
Normal Wear & Tear Period (specify your wear & tear period expectation	18-24 Months	24 Months	3 years	Normal Wear & Tear Period (specify your wear & tear period expectation	6 Months	24 Months	25 Washes

27				28			
Lab Coat	Aramark	Unifirst	Mission Linen	Long Sleeve 100% Cotton Shirt (Enhanced Visibility)	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	$0.17	$0.12	$0.30	Rental Cost: Per Unit Per Week	$0.29	$0.26	$0.23
Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00	Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00
Purchase Price Per Unit				Purchase Price Per Unit			
1) S - XL Waist 30-40	$12.99	$11.00	$30.12	1) S - XL Waist 30-40	$29.00	$23.00	$27.60
2) 2XL/Waist 42	$12.99	$11.00	$32.12	2) 2XL/Waist 42	$29.00	$23.00	$29.60
3)3XL/Waist 44	$12.99	$13.00	$34.12	3)3XL/Waist 44	$29.00	$25.00	$31.60
4) 4XL/Waist 46	$12.99	$13.00	$36.12	4) 4XL/Waist 46	$29.00	$25.00	$33.60
Replacement Cost (due to City employee actions	$17.00	$11.00	$19.95	Replacement Cost (due to City employee actions	$29.00	$23.00	$19.50
Normal Wear & Tear Period (specify your wear & tear period expectation	18-24 Months	24 Months	3 years	Normal Wear & Tear Period (specify your wear & tear period expectation	18-24 Months	24 Months	3 years

29 Flame Resistant Long Sleeve Shirts with Silver or Double Yellow Reflective Stripping	Aramark	Unifirst	Mission Linen	**30** Flame Resistant Pants with Silver or Double Yellow Reflective Striping	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	$0.63	$0.87	$0.87	Rental Cost: Per Unit Per Week	$0.64	$0.87	$0.90
Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00	Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00
Purchase Price Per Unit				Purchase Price Per Unit			
1) S - XL Waist 30-40	$44.99	$79.00	$84.09	1) S - XL Waist 30-40	$74.99	$79.00	$87.90
2) 2XL/Waist 42	$44.99	$79.00	$86.09	2) 2XL/Waist 42	$74.99	$79.00	$89.90
3)3XL/Waist 44	$44.99	$81.00	$86.09	3)3XL/Waist 44	$74.99	$81.00	$91.90
4) 4XL/Waist 46	$44.99	$81.00	$86.09	4) 4XL/Waist 46	$74.99	$81.00	$93.90
Replacement Cost (due to City employee actions	$58.00	$79.00	$70.50	Replacement Cost (due to City employee actions	$55.00	$79.00	$83.85
Normal Wear & Tear Period (specify your wear & tear period expectation	36-48 Months	24 Months	3 years	Normal Wear & Tear Period (specify your wear & tear period expectation	36-48 Months	24 Months	3 years

31 Flame Resistant Long Sleeve Metal Button Front Coveralls with Reflective Silver or Double Yellow Tape	Aramark	Unifirst	Mission Linen	**32** Crewneck Fleece Sweatshirts	Aramark	Unifirst	Mission Linen
Rental Cost: Per Unit Per Week	$1.17	$1.23	$1.61	Rental Cost: Per Unit Per Week	No Bid (Purchase Only)	No Bid (Purchase Only)	No Bid (Purchase Only)
Laundry Cost: Rental Item - Per Item Per Week	$0.00	$0.00	$0.00	Laundry Cost: Rental Item - Per Item Per Week	No Bid (Purchase Only)	No Bid (Purchase Only)	No Bid (Purchase Only)
Purchase Price Per Unit				Purchase Price Per Unit			
1) S - XL Waist 30-40	$104.99	$112.00	$121.30	1) S - XL Waist 30-40	$21.99	$21.00	$38.00
2) 2XL/Waist 42	$104.99	$112.00	$123.30	2) 2XL/Waist 42	$21.99	$21.00	$41.00
3)3XL/Waist 44	$104.99	$114.00	$125.30	3)3XL/Waist 44	$21.99	$23.00	$43.00
4) 4XL/Waist 46	$104.99	$114.00	$127.30	4) 4XL/Waist 46	$21.99	$23.00	$45.00
Replacement Cost (due to City employee actions	$107.00	$112.00	$112.00	Replacement Cost (due to City employee actions	No Bid (Purchase Only)	$21.00	No Bid (Purchase Only)
Normal Wear & Tear Period (specify your wear & tear period expectation	36-48 months	24 Months	3 years	Normal Wear & Tear Period (specify your wear & tear period expectation	No Bid (Purchase Only)	24 Months	No Bid (Purchase Only)

One Each

	Aramark	UniFirst	Mission Linen
Rental	$15.60	$14.10	$12.64
Purchase	$750.75	$720.60	$1,011.88
Replacement	$913.40	$681.58	$851.84
Total	$1,679.75	$1,416.28	$1,876.36

AGREEMENT A-8263 WITH UNIFIRST FOR UNIFORM RENTAL, PURCHASE AND LAUNDRY SERVICES

Presentation to Public Works and Transportation Committee

Brian Yanez, Assistant Public Works Director

December 8, 2020

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

1. That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8263 with UniFirst Corporation in the amount not to exceed $670,000 for a three-year term ending January 31, 2024, for uniform rental, purchase and laundry services for various City departments.

BACKGROUND

- Public Works Department provides uniforms to approximately 345 employees in various divisions:

    - Environmental Resources
    - Water
    - Wastewater
    - Street Maintenance
    - Parks and Trees/Medians
    - Facilities Maintenance
    - Fleet Services

- Various types of uniforms are provided specific to their respective job duties

BACKGROUND

- Uniforms are provided to employees in following unions per their MOU:
  - International Union of Operating Engineers (IUOE)
  - Service Employees International Union (SEIU)

- Uniforms, along with shop towels and rags, are laundered on a weekly basis

- This agreement includes uniform purchases and floor mat rentals

- Floor mats are also provided at each fire station and fire administration building

DISCUSSION

- August 25, 2020: City issued a request for bid for uniform purchases, rental and laundry services
- The bid closed on September 25, 2020 and there were three (3) responsible, responsive bidders who responded
- UniFirst Corporation (UniFirst) was selected as the lowest and most responsible bidder
- Staff has confirmed that UniFirst meets all required City contractual provisions
- UniFirst is also the current provider of these services and continues to provide satisfactory service levels

Table 1. Uniform bid results

Uniform Rental, Purchase and Laundry Services				
Service Item	**Interval/Unit**	**Aramark**	**UniFirst**	**Mission**
Uniform Rental with Laundry Service	1 Unit Weekly	$15.60	$14.10	$12.64
Purchases	1 Unit of Each	$750.75	$720.60	$1,011.18
Replacement	1 Unit of Each	$913.40	$681.58	$851.84
TOTAL		**$1,679.75**	**$1,416.28**	**$1,876.36**

FINANCIAL IMPACT

- Total cost for this agreement with UniFirst is $670,000 for three (3) years
- Spending plan for FY 2020-21 (5 months) is $93,300 and $223,300 annually for the next two (2) years
- Actual spending will vary each fiscal year due to factors such as personnel vacancies and service level changes

Table 2. Spending Plan

Department/Division	Account	FY 2021 (5 mo.)	FY 2022
Street Maintenance	101-5704-803-81-13	$3,750	$9,300
Parks & Public Grounds	101-5701-805-81-13	$3,750	$9,300
Trees & Medians	101-5705-805-81-13	$100	$250
Special Districts	172-1606-805-81-13	$450	$1,000
Water Operations	601-6010-843-81-13	$5,250	$12,000
Wastewater Collections-Source Control	611-6101-843-81-13	$1,500	$4,050
Wastewater Collections-Enterprise	611-6103-843-81-13	$2,750	$6,500
Wastewater Treatment-Enterprise	621-6202-843-81-13	$6,250	$14,300
Wastewater Treatment System Maint-Enterprise	621-6205-843-81-13	$8,250	$20,200
Environmental Resources	631-6301-843-81-13	$38,600	$92,250
Facilities Maintenance	735-7401-856-81-13	$2,000	$4,750
Fleet Services	741-7501-853-81-13	$8,500	$20,600
Other Public Works Divisions	Various	$9,900	$23,300
Fire Department	101-2201-802-83-01	$2,250	$5,500
Total		**$93,300**	**$223,300**

CITY OF
OXNARD
CALIFORNIA

QUESTIONS