

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.



AMENDED AGENDA (Item E.2 Added)
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street

January 5, 2021

Closed Session - 4:30 PM
Regular Meeting - 5:00 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 3:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the 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 3:00 p.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

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))

Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

Legislative Body: City Council

D. OPENING CEREMONIES (5:00 PM)

Pledge of allegiance to the flag of the United States.

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 / Council Discussion / Public Comment)

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating January 18, 2021 as "Dr. Martin Luther King, Jr. Day."
2. SUBJECT: Swearing in of New Police Chief Jason Benites.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker 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 three 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/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. Housing Department

SUBJECT: Second Amendment to Agreement with Salvation Army for provision of Homeless Outreach and Case Management Services.

RECOMMENDATION: That the City Council approve and authorize the City Manager to execute the Second Amendment to Agreement 8838-19-HO with the Salvation Army for the provision of homeless outreach and case management services at the current monthly compensation rate, extending that agreement through June 30, 2022, and bringing the total cost of the Agreement to \$379,114.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

2. Public Works Department

SUBJECT: Agreement with Garcia's Landscaping Maintenance Inc. for Landscape Maintenance Service for Various Landscape Maintenance Districts.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8245 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.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Steve Howlett, (805) 385-7900

3. Public Works Department

SUBJECT: Agreement with UniFirst Corporation for Rental, Purchase, and Laundry Services for City Uniforms.

RECOMMENDATION: 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. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

L. REPORTS

1. Finance Department

SUBJECT: Adoption of City Council's Risk Assessment Responsibilities Policy. (10/10/5)

RECOMMENDATION: That the City Council:

1. Receive a presentation on a City Council's Risk Assessment Responsibilities Policy; and
2. Adopt a resolution adopting Risk Assessment Responsibilities Policy to define the City's risk tolerance and overseeing how the organization manages and responds to risks.

(Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

2. Finance Department

SUBJECT: Amendment to the Existing City Debt Policies. (5/5/5)

RECOMMENDATION: That the City Council:

1. Receive a presentation on an amendment to the existing City Debt Policies; and
2. Adopt a resolution amending the existing City's Debt Policies in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements and ensuring debt compliance.

(Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

3. City Manager Department

SUBJECT: City Council 2016-2020 Five-Year Priorities Summary and Looking Ahead to the 2021-2015 Priority Setting Proposed Framework (10/15/15)

RECOMMENDATION: That the City Council receive a summary report on the 2016-2020 five-year Council priorities adopted by Council resolution on May 17, 2016, look ahead at the 2021-2025 priority setting framework, and provide feedback.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

4. City Manager Department

SUBJECT: Appointment of Council Committee Membership, Including Committee Chairs. (5/5/5)

RECOMMENDATION: That the City Council discuss Council Committee Membership, including Committee Chairs, and make appointments to fill the committees.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

5. City Attorney Department

SUBJECT: Options to Fill Council Vacancy (10/15/20)

RECOMMENDATION: That the City Council receive a report regarding the vacancy in the District 2 City Council seat and take one of the following options for filling the vacancy:

1. Direct staff to commence an appointment process.
2. Direct staff to prepare an agenda item to call a special election.
3. Approve the first reading by title only and waive further reading of an ordinance amending the City Code to allow for an appointed councilmember to serve until a special election is held.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

6. Fire Department

SUBJECT: Fire Academy FY20/21. (10/10/5)

RECOMMENDATION: That City Council:

1. Receive a report from the Interim Fire Chief discussing the current level of vacancies, the need to re-establish our recruit training academy, and adding additional recruit firefighters to the academy cadre; and
2. Approve a budget appropriation of \$755,461 from Fund 104 Measure O (Half-cent Sales Tax).

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7708

7. Public Works Department

SUBJECT: Award Agreement A-8266 to Teichert Energy & Utilities Group, Inc. for La Colonia Neighborhood Cast Iron Pipe Replacement Project PW 20-58. (5/5/5)

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to award and execute Agreement A-8266 with Teichert Energy & Utilities Group, Inc. for \$4,118,300 (base bid + additive items #32-37) for the La Colonia Neighborhood Cast Iron Pipe Replacement Project PW 20-58 Project No. 183107;
2. A Project contingency amount of \$411,830 for the La Colonia Neighborhood Cast Iron Pipe Replacement Project PW 20-58 Project No. 183107;
3. A Project allocation of \$411,830 for engineering, inspection, survey and project management for the La Colonia Neighborhood Cast Iron Pipe Replacement Project PW 20-58 Project No. 183107; and
4. Approve a budget appropriation in the amount of \$4,760,260 from the Water Operating Fund (601).

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

M. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: January 5, 2021

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Second Amendment to Agreement with Salvation Army for provision of Homeless Outreach and Case Management Services.

RECOMMENDATION

That the City Council approve and authorize the City Manager to execute the Second Amendment to Agreement 8838-19-HO with the Salvation Army for the provision of homeless outreach and case management services at the current monthly compensation rate, extending that agreement through June 30, 2022, and bringing the total cost of the Agreement to \$379,114.

BACKGROUND

In September of 2019, the City issued a Request for Proposals from entities interested in providing homeless outreach and case management services. Following a review of the proposals submitted, The Salvation Army, a California Corporation (hereinafter “SA”), was selected.

Due to the onset of the COVID-19 pandemic, the commencement of the SA’s outreach and case management services was delayed until May of 2020, when two outreach specialists began work in the field. The onset of the pandemic has had significant impacts on the dynamics of homelessness and the logistics for delivery of social services to the homeless population. The parties executed the First Amendment to Agreement 8838-19-HO, which became effective July 1, 2020, agreeing to extend the term of the agreement through December 31, 2020. That First Amendment also provided for outreach services focused in the downtown area. SA’s increased staffing resources dedicated to the downtown service area commenced in October 2020. The combined dollar value of \$102,814.00 from the original Agreement and the First Amendment (covering the period from mid-May 2020 through December 31, 2020) was below the threshold which required Council approval. That original agreement and the First Amendment were executed by the Purchasing Manager and City Manager.

DISCUSSION

The work of conducting outreach to homeless individuals is inherently a process of continuous duration, one which requires on-going communication to build and establish trust, and which has as its ultimate objective to accomplish the transition of individuals from a state of homelessness into a stable housing situation. The SA’s outreach staffers establish relationships with chronically homeless individuals and bring them into their case portfolio where each is assigned a case manager. The case manager assesses and works with each client on all matters related to physical and mental health services, eligibility for and application for benefits, and ultimate placement into transitional, supportive, or permanent housing. At any given time, the SA manages a caseload of approximately forty (40) individuals, a number that staff anticipates will continue to increase in the coming months. The SA outreach team works closely with the Police Department’s Homeless Liaison Officers, and coordinates field efforts with the various City departments involved in

encampment clean-ups and relocation of displaced encampment residents. The Housing Department proposes to extend the service agreement with SA for an additional eighteen (18) months, through the end of Fiscal Year 2021-22, through the execution of the Second Amendment to Agreement 8838-19-HO. This Second Amendment, with a cost of \$276,300 for the additional eighteen months, brings the total dollar of the extended agreement to \$379,514, an amount which exceeds the signatory authority of the City Manager, and thus is presented to Council for approval. The monthly cost elements of this Second Amendment are as follows:

\$10,350 Outreach and case management services (\$186,300 for eighteen months)

\$5,000 Additional Downtown focus area services (\$90,000 for eighteen months)

STRATEGIC PRIORITIES

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

Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

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

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

FINANCIAL IMPACT

The source of funding for the monthly cost of \$10,350 for outreach and case management is the CARES Act funding received by the City (Account No. 243-5395-804.84-83), and the funding source for the downtown-specific service increment is the Downtown Settlement Account (No. 481-5101-804.82-09). The funds from these sources have already been appropriated. No budget adjustment is necessary.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Agreement No. 8838-19-HO
2. First Amendment 8838-19-HO
3. Second Amendment 8838-19-HO

Agreement No. 8838-19-HO

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: December 1, 2019
- (2) Consultant: The Salvation Army, a California Corporation
- (3) Services: Homeless outreach services and case management services
- (4) Schedule of Services: The services shall be provided for the duration of the 7-month agreement, and shall be completed by June 30, 2020.
- (5) Agreement Ending Date: June 30, 2020
- (6) Total Agreement Amount: \$92,750.00
- (7) City's Project Manager: Mark Alvarado, Homeless Assistance Program Coordinator
- (8) Consultant's Project Manager: Sandra Meyer
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:
- | | |
|---|---|
| <p><i>FOR CONSULTANT:</i></p> <p>The Salvation Army
155 South Oak Street, Ventura CA 93001
Attn: Sandra Meyer, Social Services Director</p> | <p><i>FOR CITY:</i></p> <p>Oxnard Housing Department
435 South D Street, Oxnard CA 93030
Attn: Emilio Ramirez, Housing Director</p> |
|---|---|
- (11) Contact Emails:
- | | |
|---|---|
| <p><i>CONSULTANT'S PROJECT
MANAGER:</i></p> <p>Sandra.meyer@usw.salvationarmy.org</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>Mark.Alvarado@oxnard.org</p> |
|---|---|

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Hold Harmless, Defense and Indemnity.

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

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

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

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

18. Documents and Materials.

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

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

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

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

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

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

19. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Nondiscriminatory Employment.

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

b. Consultant shall provide no religious instruction or counseling, nor conduct religious worship or services, nor engage in religious proselytizing in the course of performing the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

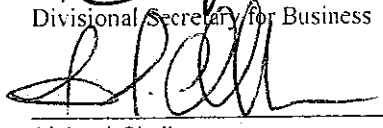
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD


☐ Lisa Boerner, Purchasing Manager 1/3/20
Date

**THE SALVATION ARMY,
A CALIFORNIA CORPORATION**


Captain, J. Koebel 11/21/19
Divisional Secretary for Business Date


Richard Chalk 11/21/19
Divisional Finance Director Date

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney 12/12/19
Date

SCOPE OF SERVICES EXHIBIT

Consultant will provide homeless outreach services to the Oxnard Housing Department via provision of the following:

- Creation and deployment of a two-person Outreach Case Management (OCM) Team (consisting of two full-time Outreach Case Managers) under the direct supervision of Consultant's Ventura County Social Services Director, in coordination with the Oxnard Housing Director. OCM Team will work as part of a multi-disciplinary team, coordinated by the Director, inclusive of other community partners and other outreach workers.
- Outreach to homeless individuals and families living on the streets within the City of Oxnard (including the urban core, suburban areas, service venues, encampments, beaches and other locations) by performing an initial assessment to identify and target provision of services to those most in need. Based on assessment, initial outreach engagement efforts may involve provision of essential nutrition and comfort items, and DMV vouchers or other mechanisms to assist clients in obtaining identification; with outreach program to be Low-Barrier and easily accessible to all, including individuals with no income or income history, and those with active substance abuse or mental/behavioral health issues, following a high tolerance/harm reduction model.
- At or immediately following initial engagement, performance by OCM Team of intake and assessment interviews, and entering information into Homeless Management Information System (HMIS), inclusive of VI-SPDAT score; utilization of intake and assessment information to prioritize high-need individuals/families and make appropriate referrals to housing and social service providers; and utilization by OCM Team of multiple strategies, including motivational interviewing, trauma-informed care, and Housing First principles, to develop client-centered relationships and assist clients to exit homelessness and access housing and services. In accordance with the Housing First principles, OCT Team will focus on quickly identifying and resolving barriers to obtaining and maintaining housing, with outreach services designed to address the housing crisis before focusing on other non-housing related needs whenever practicable.
- Provision of on-going Case Management focused on moving clients quickly off the streets, either into permanent housing when possible, or into the shelter/navigation center through developed protocol; development, implementation, and revision of individual short-term and long-term housing plans; monitoring of client progress toward goals; assistance with making effective linkages to needed services (health and behavioral health, legal, benefits, etc.); and advocacy for and support of individuals through the process of securing housing, benefits and social services.
- Establishment and maintenance of effective collaborative relationships with County and City staff, law enforcement, housing providers, health and human service organizations, business owners, and residents, in order to provide community educations about homelessness and respond to specific community concerns related thereto.
- Participation in Pathways to Home/CES and other program-related coalitions, meetings, and partnerships, including meeting regularly with Housing Department and Mercy House staff to coordinate delivery of services and address issues of client concern as needed.
- Provision of accurate, complete and timely data via submission of monthly activity and progress reports to Housing Director; maintenance of documentation and records in accordance with applicable standards and regulations, grant requirements, HMIS requirements, etc., following established protocols related to client privacy and confidentiality, dual relationships, and professional stature; utilization of HMIS to monitor participant progress towards established goals, both individually and for purposes of program tracking and outcome measurements; collaboration with Housing Director to develop appropriate outcomes for program and for clients; and development of individualized and need-based client case management plans as related to financial assistance and supportive

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services, reflective of needs identified in the VI-SPDAT and subsequent assessment, and implemented via a stepped approach to provision of services.

- Provision of training, professional development, and continuing education to OCM Team staff, including ensuring that staff are knowledgeable of City policies related to the provision of services for homeless population, general principles and practices related to street outreach, counseling, case management and intervention, housing, health/mental, substance use disorder assessments, interventions, and programs and services; local housing, rapid re-housing, emergency shelter, and permanent housing resources; and social service programs, public benefits, community resources, referrals, and service linkages.
- Provision of all services in a culturally and linguistically-appropriate manner, with all OCM Team members bilingual in English and Spanish; and provision of services in a trauma-informed manner when appropriate, utilizing an evidence-based approach to address barriers to housing that may result from past or present trauma. Consultant will ensure that OCM Team members meet criteria set forth in the City Solicitation, including high school diploma/GED, with two years experience working with homeless individuals or related experience; excellent written and verbal communication and interpersonal skills; proven ability to collaborate with community partners; ability to pass background check; personal transportation for job-related travel and ability to meet insurance carrier's requirements; availability to work evenings and weekends when necessary, and to provide services to clients at numerous locations with the City; proficiency in Microsoft Office applications and HMIS.
- Operation of the program out of Consultant's offices at 6223 Wooley Road in Oxnard; provision of services outside of normal business hours; engagement of unsheltered homeless persons at such non-traditional hours as may be necessary; provision of outreach services at local parks, downtown areas, piers, freeway bridges, bike paths, state parks and beaches, urban streets, river bottoms, One-Stop centers, etc., as may be necessary; coordination with local law enforcement or other government agencies when necessary to ensure safe and effective outreach.

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RATES AND COSTS EXHIBIT

For Fiscal Year 2019-2020, the total not-to-exceed compensation shall be \$92,750.00. Consultant shall invoice City on a monthly basis, at the rate of \$13,250.00 per month.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
11/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. fka Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
INSURED The Salvation Army - Division 11 30840 Hawthorne Blvd., Bldg D Rancho Palos Verdes, CA 90275	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company	
	INSURER B: Greenwich Insurance Company	
	INSURER C: XL Specialty Insurance Company	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
19437		
22322		
37885		

COVERAGES

CERTIFICATE NUMBER: W13920615

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	Y		027712409	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 2,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	☒ SIR: \$500,000 Per Occurrence						MED EXP (Any one person) \$ 0	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000	
	☐ POLICY ☐ PRO-JECT ☒ LOC						GENERAL AGGREGATE \$ 4,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000	
B	☒ AUTOMOBILE LIABILITY	Y		RAD5000219-09	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000	
	☒ ANY AUTO						BODILY INJURY (Per person) \$	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$	
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
	☐ UMBRELLA LIAB ☐ EXCESS LIAB						EACH OCCURRENCE \$	
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$	
	DED ☐ RETENTION \$						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	RWD5000217-09	10/01/2019	10/01/2020	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Workers Compensation and Employer's Liability			RWE500021609	10/01/2019	10/01/2020	E.L. Each Accident \$1,000,000	
	WC - Per Statute						E.L. Disease Pol Lim \$1,000,000	
							E.L. Disease - Ea Emp \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DIVISION 11-025

Workers Compensation:

Policy No. RWD5000217-09 provides coverage in the following states: HI, ID, MT, NM, NV, TX, UT

Policy No. RWE500021609 provides coverage in the following states: AZ, CO, OR

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard Attn: Insurance Compliance P.O. Box 100085 - OX Duluth, GA 30096	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

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AGENCY Mills Towers Watson Insurance Services West, Inc. aka Mills Insurance Services of California, Inc.		NAMED INSURED The Salvation Army - Division 11 30840 Hawthorne Blvd., Bldg D Rancho Palos Verdes, CA 90275	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Policy No. RWR3000944-04 provides coverage in the following states: AK

Policy No. RWE500047504 provides coverage in the following states: CA

The City, its City Council, its officers, agents, volunteers and employees are included as Additional Insureds as respect to General Liability as required by written contract or agreement.

The City, its City Council, its officers, agents, volunteers and employees are included as Additional Insureds as respect to Auto Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds as required by written contract or agreement.

Auto Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of The City with respects to Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company

NAIC#: 37885

POLICY NUMBER: RWE500047504 EFF DATE: 10/01/2019 EXP DATE: 10/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Workers Compensation	E.L. Each Accident	\$1,000,000
and Employer's Liability	E.L. Disease Pol Lim	\$1,000,000
WC - Per Statute	E.L. Disease - Ea Emp	\$1,000,000

ADDITIONAL REMARKS:

Workers Compensation is Self Insured.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company

NAIC#: 37885

POLICY NUMBER: RWR3000944-04 EFF DATE: 10/01/2019 EXP DATE: 10/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation &	E.L. Each Accident	\$1,000,000
Employers Liability	E.L. Disease Pol Lim	\$1,000,000
WC - Per Statute	E.L. Disease - Ea Emp	\$1,000,000

INSURER AFFORDING COVERAGE: Greenwich Insurance Company

NAIC#: 22322

POLICY NUMBER: RAE5000218-09 EFF DATE: 10/01/2019 EXP DATE: 10/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability - CA	Any Auto / CSL	\$3,000,000
	SIR:	\$2,000,000

POLICY NUMBER: RAD500021909

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE SALVATION ARMY**Endorsement Effective Date:** October 1, 2019**SCHEDULE****Name Of Person(s) Or Organization(s):**

Where required by written contract executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered

Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: RAE500021809

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE SALVATION ARMY**Endorsement Effective Date:** October 1, 2019**SCHEDULE****Name Of Person(s) Or Organization(s):**

Where required by written contract executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – CoveredAutos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2019

Forms a part of policy no.: 027712409

Issued to: THE SALVATION ARMY

By: LEXINGTON INSURANCE COMPANY

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
FOR A SPECIFIC PROJECT OR LOCATION**

This endorsement modifies insurance provided by the policy:

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT

Specific Contract/Project or Location

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations with respect to the Specific Contract/Project or Location as shown in the Schedule; or
2. in connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**

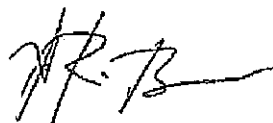
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of the policy remain the same.



Authorized Representative

LX4298 (05/14)	Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.	Page 2 of 2
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ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2019

Forms a part of policy no.: 027712409

Issued to: THE SALVATION ARMY

By: LEXINGTON INSURANCE COMPANY

CANCELLATION AMENDMENT

In consideration of the premium charged, it is hereby agreed that the cancellation provision is amended to 90 days in lieu of (30) days, except for non-payment of premium which remains (10) days.

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2019

Forms a part of policy no.: 027712409

Issued to: THE SALVATION ARMY

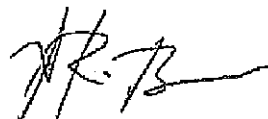
By: LEXINGTON INSURANCE COMPANY

PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.



Authorized Representative OR
Countersignature (In states where applicable)

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ~~30th~~ day of June, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and The Salvation Army ("Consultant"). This First Amendment amends the Agreement entered into on December 1, 2019, by City and Consultant.

City and Consultant agree as follows:

1. The "Agreement Start Date" in Section 1 of the Cover Page of the Agreement is hereby amended to now read "Agreement Start Date: May 15, 2020."
2. The "Agreement Ending Date" in Section 5 of the Cover Page of the Agreement is hereby amended to now read "Agreement Ending Date: December 31, 2020."
3. The "Total Agreement Amount" in Section 6 of the Cover Page of the Agreement is hereby amended to now read "Not to exceed \$102,814.00."
4. The following sentence is added to "Scope of Services" Exhibit: "Beginning in October of 2020, Consultant shall increase the size of the OCM Team by the equivalent of one additional full-time Outreach Case Manager, who shall be dedicated to focus on providing services in the downtown area."
5. The "Rates and Costs Exhibit" is hereby amended to read as follows:

"The total not-to-exceed compensation for this Agreement shall be \$102,814.00, which shall include a one-time cost of \$1400.00 for four user name licenses for the ESRI system, plus the following amounts for monthly services:

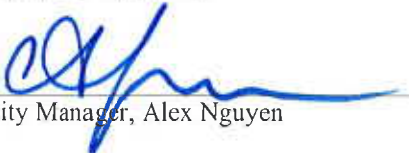
"For Fiscal Year, 2019-2020, the total not-to-exceed compensation shall be \$15,614.00.

"For Fiscal Year 2020-2021: For the months of July of 2020, and continuing through the month of September 2020, the monthly compensation shall be \$13,250.00. Beginning in the month of October of 2020, and continuing through December of 2020, the monthly compensation shall be \$15,350.00. The total not-to-exceed compensation for Fiscal Year 2020-2021 shall be \$85,800.00 for monthly services.

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

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

CITY OF OXNARD


City Manager, Alex Nguyen

SALVATION ARMY, A CALIFORNIA CORPORATION


Captain J. Koehn
Divisional Secretary for Business


Richard Chalk
Divisional Finance Director

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

Agreement No. 8838-19-110

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of December, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and The Salvation Army, a California Corporation ("Consultant"). This Second Amendment amends the Agreement entered into on December 1, 2019, by City and Consultant, and subsequently modified by the First Amendment of June 30, 2020.

City and Consultant agree as follows:

1. The "Agreement Ending Date" in Section 5 of the Cover Page of the Agreement is hereby amended to now read "Agreement Ending Date: June 30, 2022."
2. The "Total Agreement Amount" in Section 6 of the Cover Page of the Agreement is hereby amended to now read "Not to exceed \$379,114.00."
3. The "Rates and Costs Exhibit" is hereby amended to read as follows:

"The total not-to-exceed compensation for this Agreement shall be \$379,114.00, which shall include a one-time cost of \$1400.00 for four user name licenses for the ESRI system, plus the following:

"For Fiscal Year, 2019-2020, the total not-to-exceed compensation shall be \$15,614.00.

"For Fiscal Year 2020-2021: For the months of July of 2020, and continuing through the month of September 2020, the monthly compensation shall be \$13,250.00. Beginning in the month of October of 2020, and continuing through June of 2021, the monthly compensation shall be \$15,350.00. The total not-to-exceed compensation for Fiscal Year 2020-2021 shall be \$177,900.00.

"For Fiscal Year 2021-2022: The monthly compensation shall be \$15,350.00. The total not-to-exceed compensation for Fiscal Year 2021-2022 shall be \$184,200.00."

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

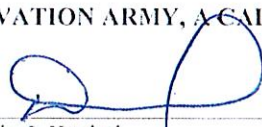
IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

THE SALVATION ARMY, A CALIFORNIA CORPORATION

Mayor

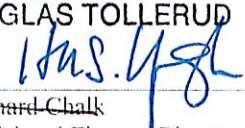
Date



Captain J. Koebel
DOUGLAS TOLLERUD TREASURER

11.24.20

Date



Richard Chalk
Divisional Finance Director

11.24.20

Date

ATTEST

HOWARD YAMAGUCHI ASSISTANT SECRETARY

City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2**

DATE: January 5, 2021

TO: City Council

FROM: Steve Howlett, Assistant Public Works Director, (805) 385-7900, steve.howlett@oxnard.org

SUBJECT: Agreement with Garcia's Landscaping Maintenance Inc. for Landscape Maintenance Service for Various Landscape Maintenance Districts.

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8245 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.
- (Public Works and Transportation Committee approved 3-0)

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 Promesa	160	\$26,982	\$24,209	\$2,773	\$252,937
	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

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 8, 2020 to approve the staff recommendation (with one revision to Recommendation No. 1, where the words "negotiated contract authorization" where stricken as to this is an internal form) and to forward the item for Council.

Prepared by: Jeri Cooper, Special Districts Project Manager

ATTACHMENTS

1. Garcia's A-8245 & Bid Response
2. Budget Appropriation - A-8245
3. Service Levels
4. Special Districts Map and Legend

**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.

☒ 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:

2102 Hughes Drive
Oxnard, CA 93033
Attn: Tenley Garcia, Secretary

FOR CITY:

300 W. Third Street
Oxnard, CA 93030
Attn: Jeri Cooper, Project Manager

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Tenley Garcia, Secretary
Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

Jeri Cooper, Project Manager
Jeri.Cooper@Oxnard.org

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

- | | |
|--------------------------------|----------------------------|
| ✓ Scope of Services Exhibit | Living Wage Policy Exhibit |
| ✓ Rates and Costs Exhibit | Prevailing Wages Exhibit |
| ✓ Schedule of Services 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 Indemnites 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]

CITY OF OXNARD

☒ John C. Zaragoza, Mayor¹ Date _____

☐ Alexander Nguyen, City Manager

☐ Daniel Wilhitte, Purchasing Manager

☐ Patricia Garcia , Buyer

 12/13/20
Pablo Garcia, President Date

 12.13.20
Tenley Garcia, Secretary Date

Rose Chaparro, City Clerk
(only if Mayor signs)

 for 12-1-20
Stephen M. Fischer, City Attorney (always required) Date

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SCOPE OF SERVICES EXHIBIT

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

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.

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

"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. ^{Item K.2}

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. Item K.2

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

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

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



ASSESSMENT DISTRICT MAINTENANCE CITATION FORM

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

City of Oxnard _____ Date _____

Contractor _____ Date _____

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

6-3.1 General [see Greenbook].

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

6-4 TERMINATION OF THE CONTRACT FOR DEFAULT.

Greenbook Section 6-4 is not incorporated.

6-4.1 General.

Greenbook Section 6-4.1 is not incorporated.

6-4.2 Notice to Cure.

Greenbook Section 6-4.2 is not incorporated.

6-4.3 Notice of Termination for Default.

Greenbook Section 6-4.3 is not incorporated.

6-4.4 Responsibilities of the Surety.

Greenbook Section 6-4.4 is not incorporated.

6-4.5 Payment.

Greenbook Section 6-4.5 is not incorporated.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

Greenbook Section 6-5 is not incorporated.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General.

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

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

6-6.2 Extensions of Time.

Greenbook Section 6-6.2 is not incorporated.

6-6.3 Payment for Delays.

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

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

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

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

6-6.4 Written Notice and Report.

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

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

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General [see Greenbook].

6-7.2 Not Used [see Greenbook].

6-7.3 Contract Time Accounting [see Greenbook].

Greenbook Section 6-7.3 is not incorporated.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Greenbook Section 6-8 is not incorporated.

6-8.1 Completion.

Greenbook Section 6-8.1 is not incorporated.

6-8.2 Acceptance.

Greenbook Section 6-8.2 is not incorporated.

6-8.3 Warranty.

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

"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 Indemnatee'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].

801-3 HEADER INSTALLATION [see Greenbook].

801-4 PLANTING [see Greenbook].

801-4.1 General [see Greenbook].

801-4.2 Protection and Storage [see Greenbook].

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

801.4.4 Specimen Planting [see Greenbook].

801.4.5 Tree and Shrub Planting [see Greenbook].

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

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

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

801-4.6.3 Guying [see Greenbook].

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

801-4.8 Lawn Planting [see Greenbook].

801-4.8.1 General [see Greenbook].

801-4.8.2 Seed [see Greenbook].

801-4.8.3 Sod [see Greenbook].

801-4.8.4 Stolon Planting

Greenbook Section 801-4.8.4 is not incorporated.

801-4.9 Erosion Control Planting [see Greenbook].

801-4.9.1 General [see Greenbook].

801-4.9.2 Straw Stabilization

Greenbook Section 801.4.9.2 is not incorporated.

801-4.9.3 Seeding and Mulching [see Greenbook].

801-4.9.4 Sprigging [see Greenbook].

801-4.9.5 Watering [see Greenbook].

801-5 IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

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

801-7 MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8 PAYMENT

Greenbook Section 801-8 is not incorporated.

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.

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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.

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, disking, 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.

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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 GROUND COVER 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 GROUND COVER 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.

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.

Item K.2

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 Cappsurelt 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

Item K.2

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. MISCELLANEOUS 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)

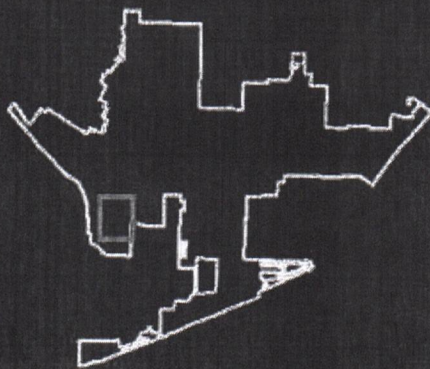
Item K.2

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

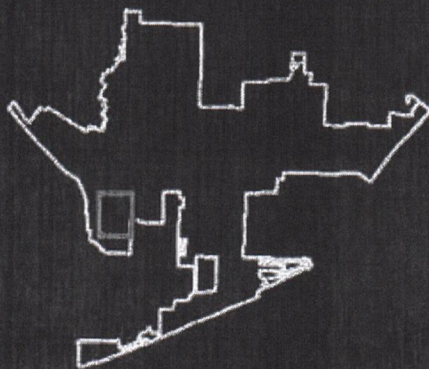
Page 1 of 2

Coordinate System: NAD 1983 - California
California LPS 1045 (feet)

Source: City of Contra Costa & Verity, Inc.



Authorized Improvements LMD No. 3 (River Ridge)



9 TREES

DISTRICT BOUNDARY

CITY BOUNDARY



Page 2 of 2

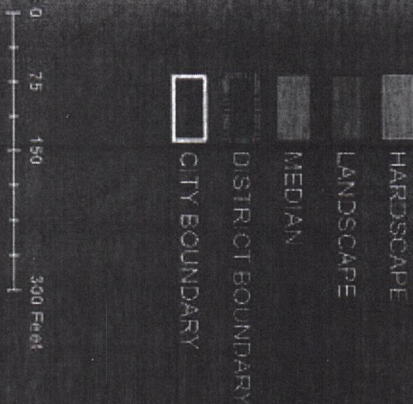
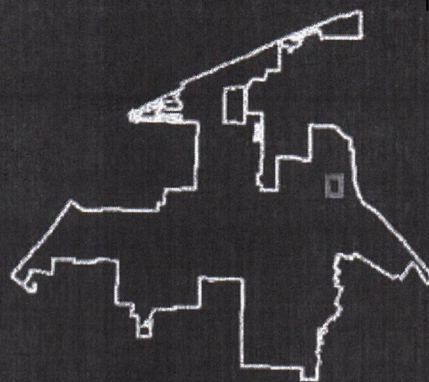
Coordinate System: NAD 1983 - NAD83

Source: City of Contra Costa County

Item K.2

Authorized Improvements
 LMD No. 10
 (Country Club Estates)

Item K.2



Page 1 of 2

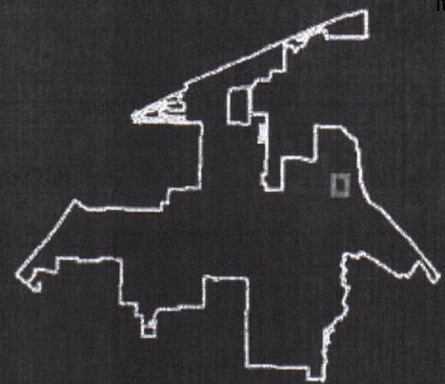
Landmark System, Ltd. 1985. All rights reserved.
 California EIR 04031500

Source: City of Ventura, Ventura County



Authorized Improvements LMD No. 10 (Country Club Estates)

Item K.2



- TREES
- DISTR CT BOUNDARY
- CITY BOUNDARY

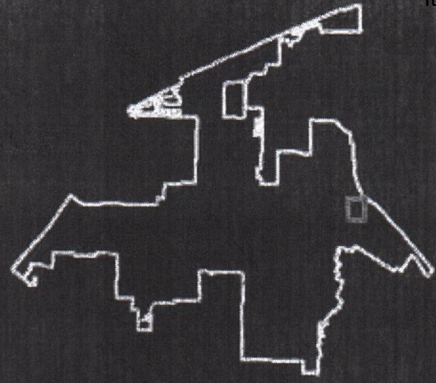
Page 2 of 2

Coordinate System: NAD 1983, StatePlane
 California FIPS 5403 Feet

Source: City of Oakland Geographical Information



Item K.2



-  HARDSCAPE
-  LANDSCAPE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY

0 75 150 300 Feet



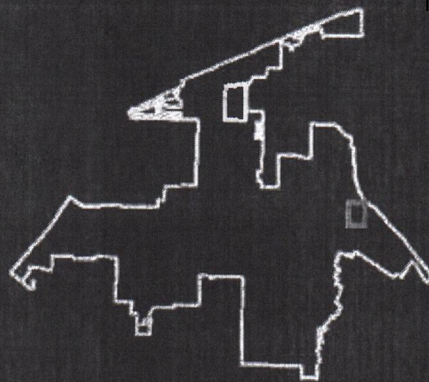
Page 1 of 2

Coordinate System: NAD 1983
California LPS 84031.000

Source: City of San Jose, San Jose County



Item K.2



TREES

DISTRICT BOUNDARY

CITY BOUNDARY

0 75 150 300 Feet

Page 2 of 2

Copyright © 2000, NAD 1983 StatePlane
 California FIPS 5003 feet

Source: City of Concord & Ventura County

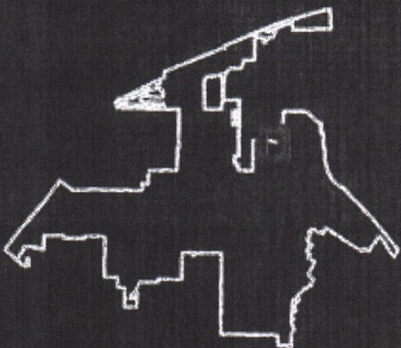


CITY OF OXNARD

District Boundaries

LMD No.12
(Standard Pacific)

Item K.2



- LANDSCAPE
- MEDIAN
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY

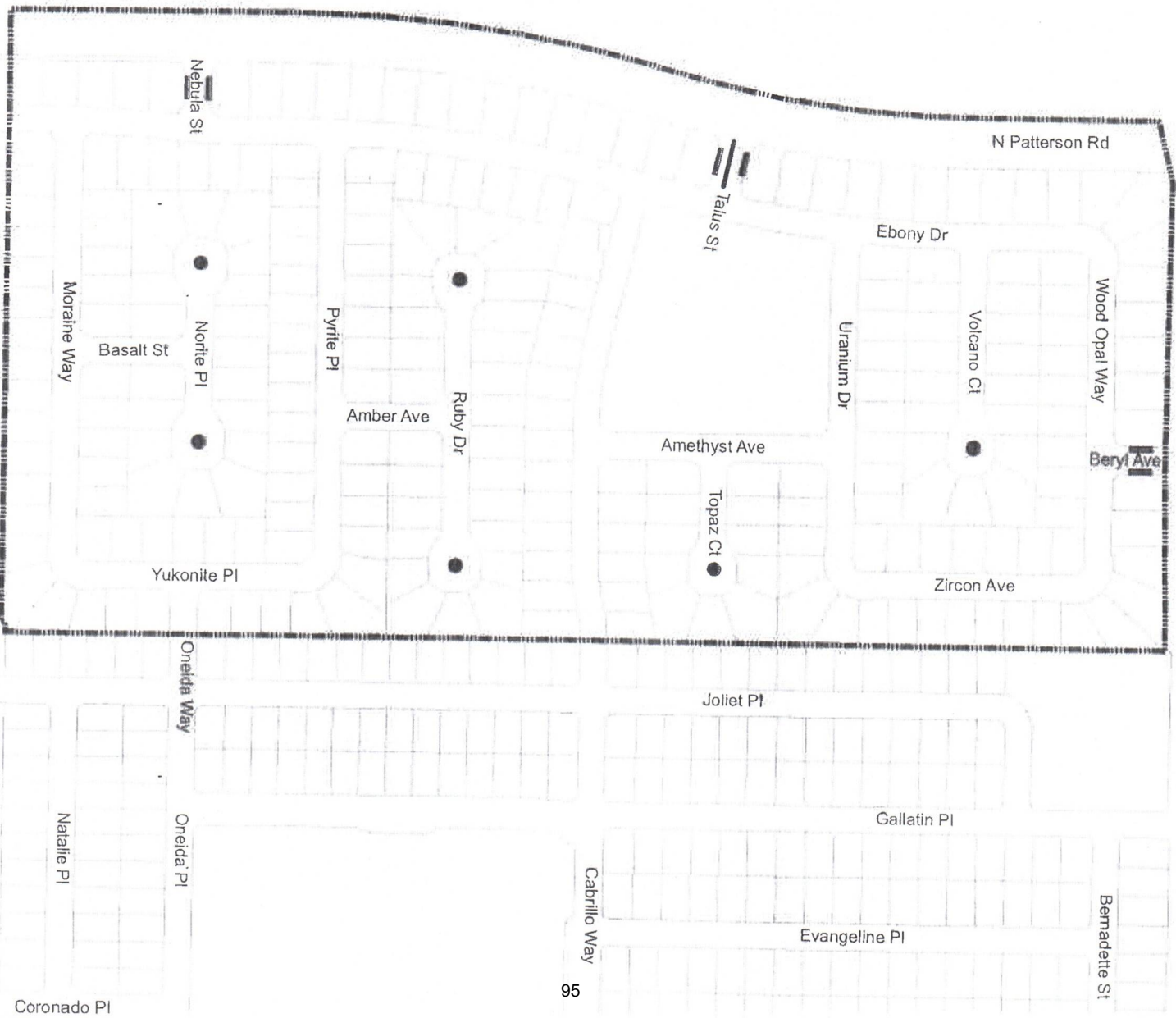


0 150 300 Feet

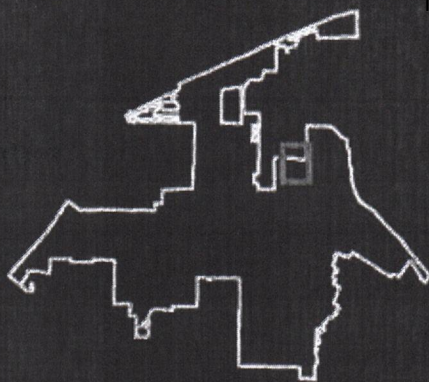
Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - September 2020



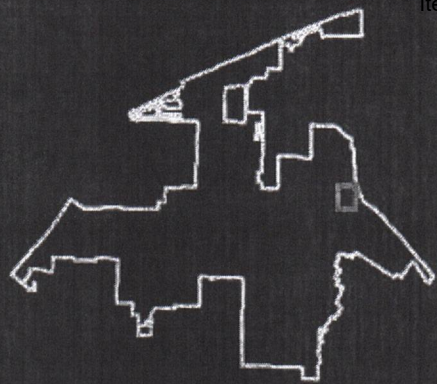
Item K.2



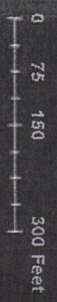
Page 2 of 2



Item K.2



-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  CITY BOUNDARY



Page 1 of 2

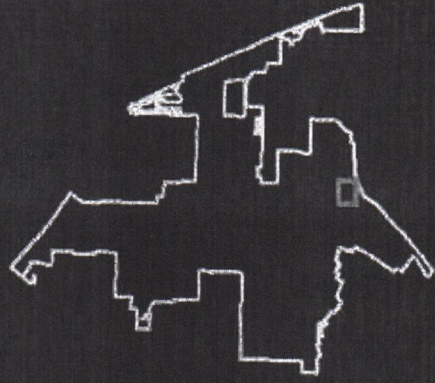
San Joaquin Hills, Santa Monica, Santa Barbara, California, 91304-1500

San Joaquin Hills, Santa Monica, Santa Barbara, California, 91304-1500



Authorized Improvements LMD No. 13 (Le Village)

Item K.2



TREES

DISTRICT BOUNDARY

CITY BOUNDARY

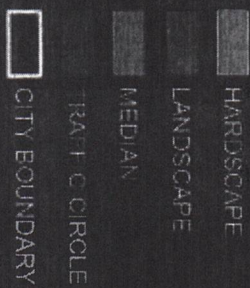
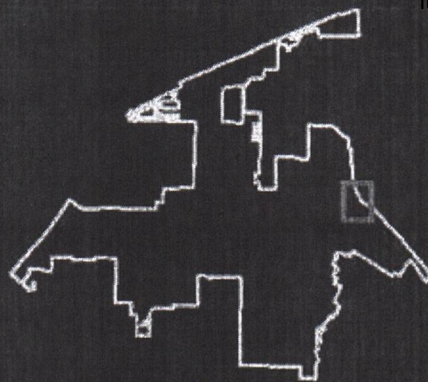
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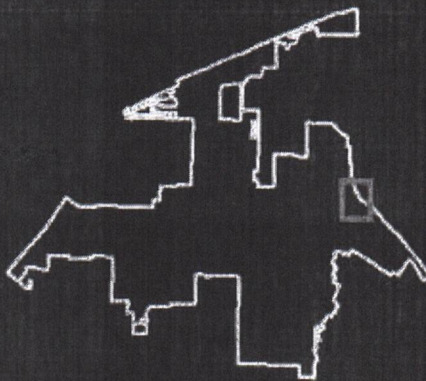
Page 2 of 2
 Escondido, California, MAY 1993, 2000
 California LRS 5405 1997
 San Diego City of Escondido & Ventura County



Item K.2



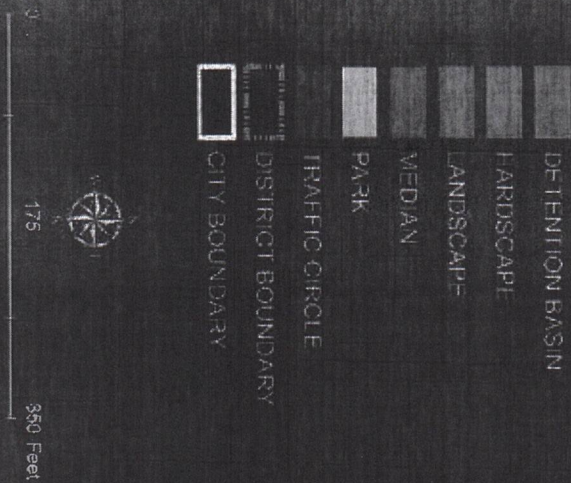
Item K.2



CITY BOUNDARY



LMD No. 16 (California Lighthouse)

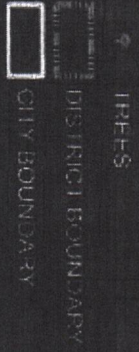
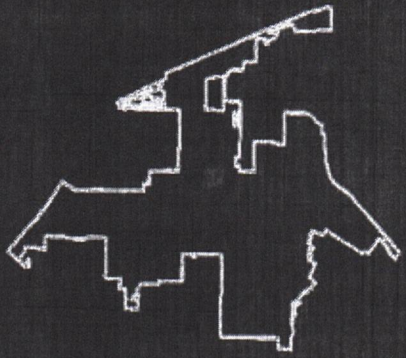


CITY OF OXNARD

Map of Authorized Improvements

LMD No. 16 (California Lighthouse)

Item K.2



175

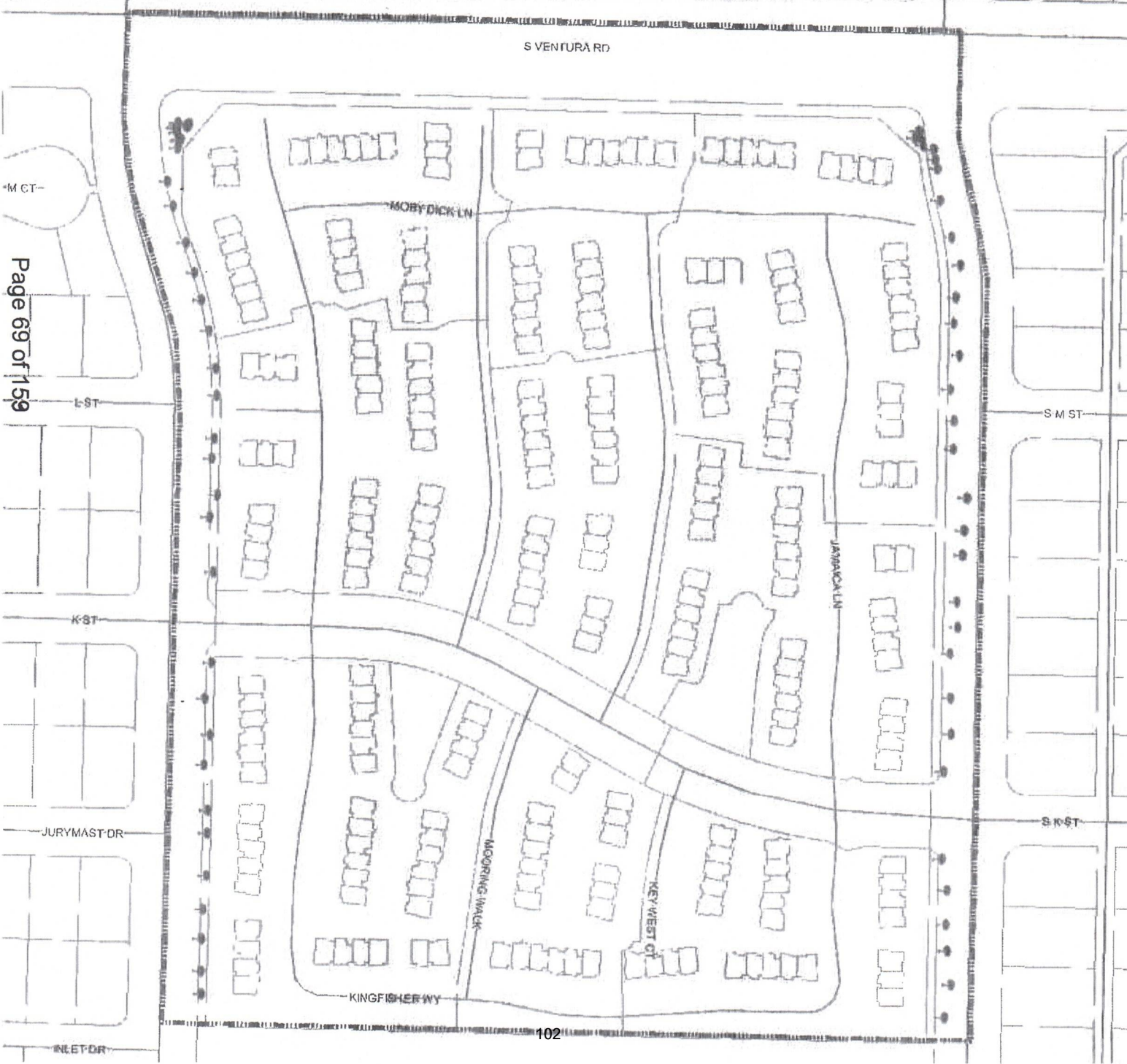
350 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 6403 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS January 2017

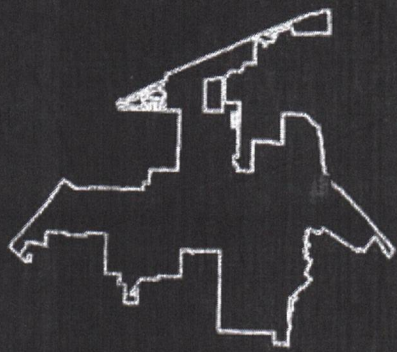
Page 2 of 2



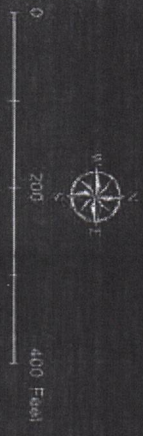
CITY OF OXNARD

Map of Authorized Improvements

Item K.2
LMD No. 23 (Greystone)



- STREETS
- HARDSCAPE
- LANDSCAPE
- DISTRICT BOUNDARY
- CITY BOUNDARY

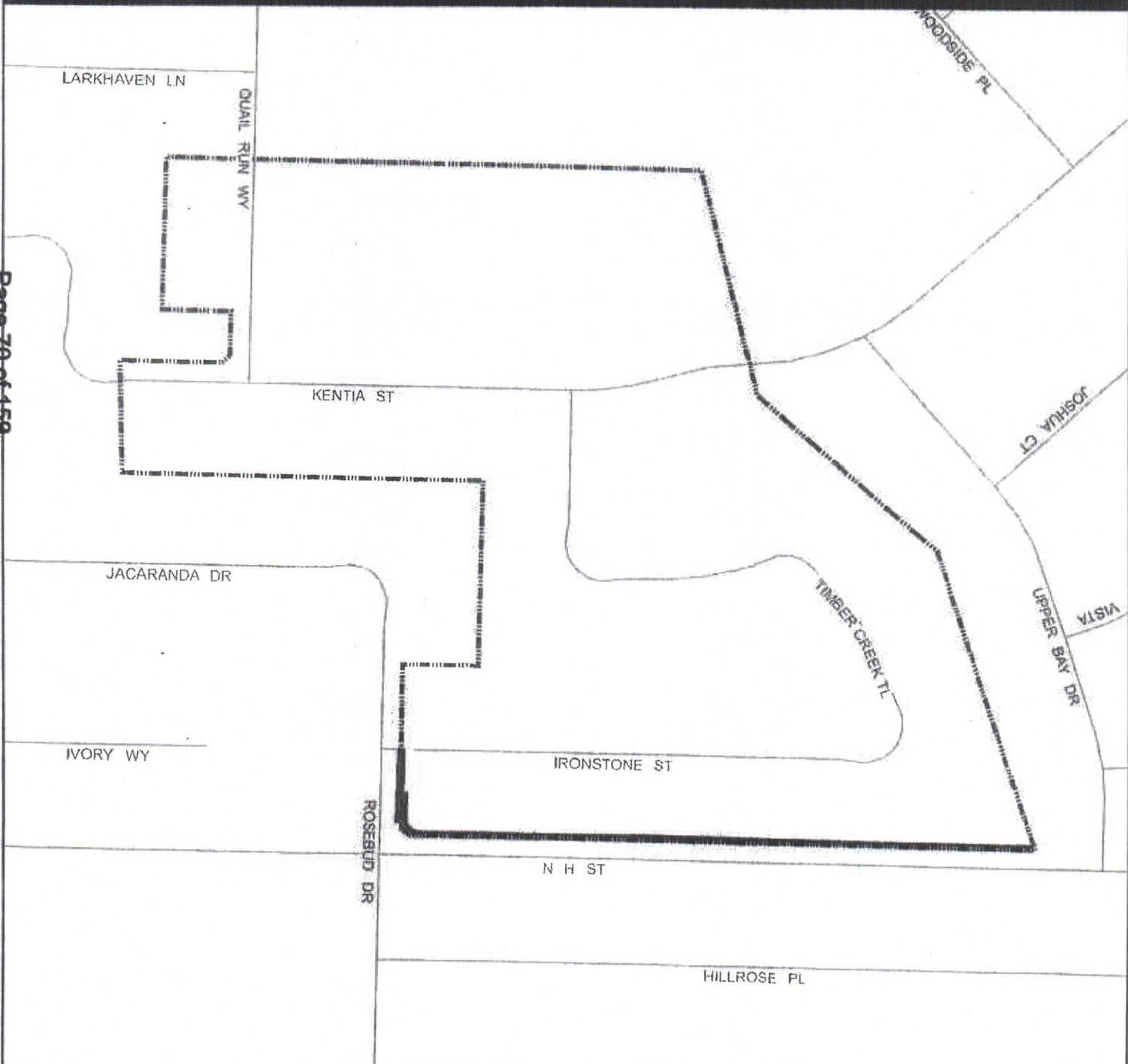


Coordinate System: NAD 1983 StatePlane California
FIPS 0403 Feet

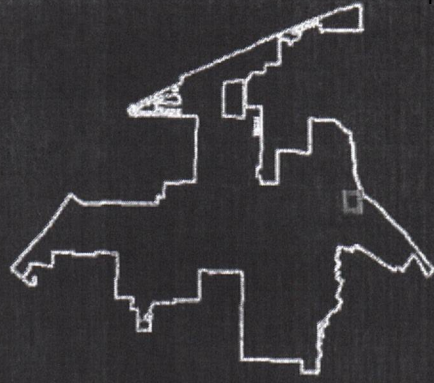
Source: City of Oxnard & Ventura County

Prepared by NBS - April 2016

Page 1 of 2



Item K.2



9 TREES

CITY BOUNDARY



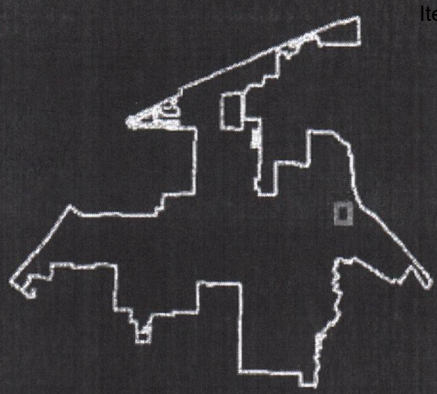
Page 2 of 2

Coordinate System: NAD 1983 StatePlane
 California FIPS 5003 feet

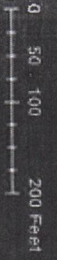
Source: City of Unified N. Ventura County



Item K.2



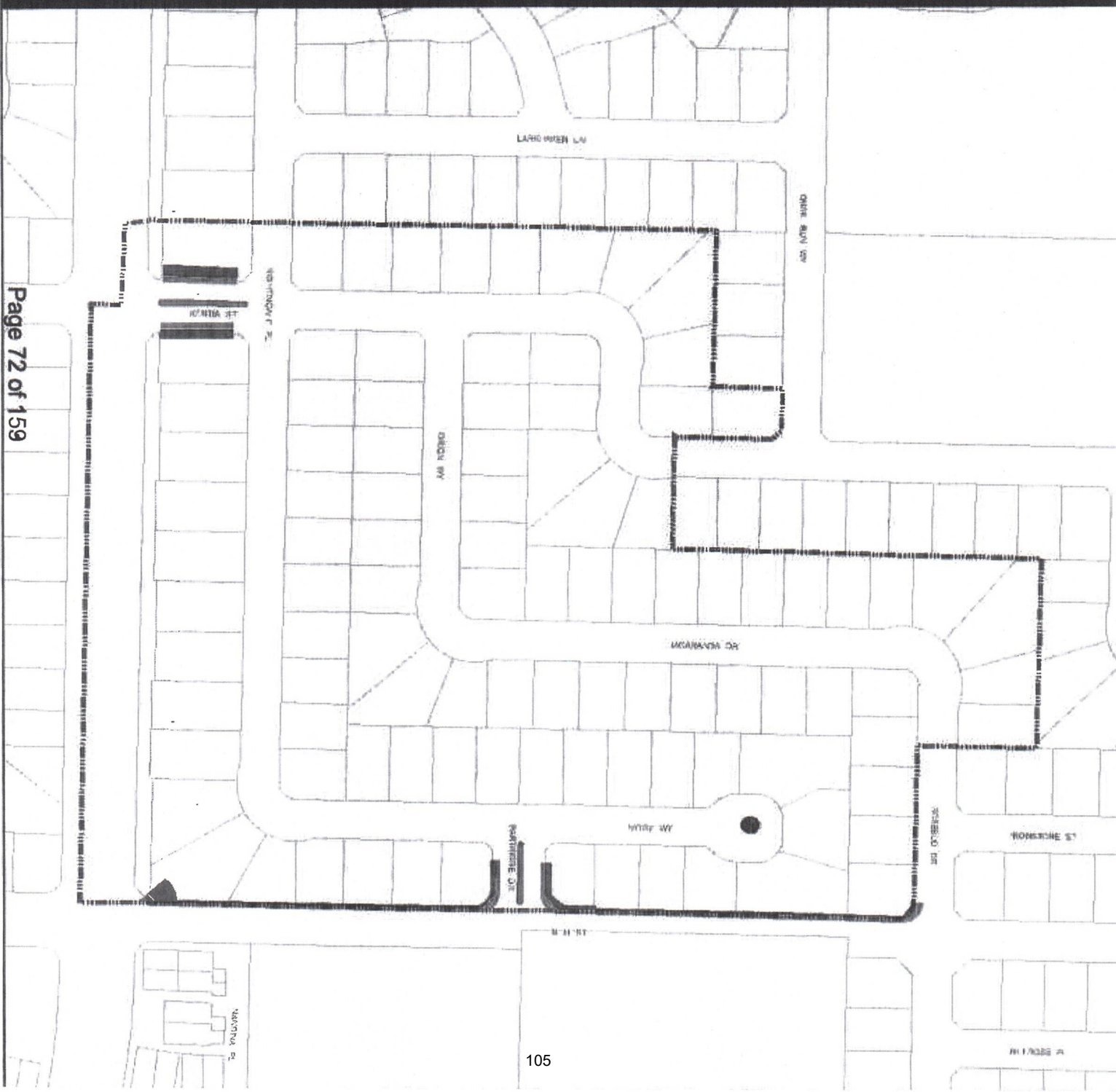
- HAROSCAPE
- LANDSCAPE
- MEDIAN
- TRAFFIC CIRCLE
- CITY BOUNDARY



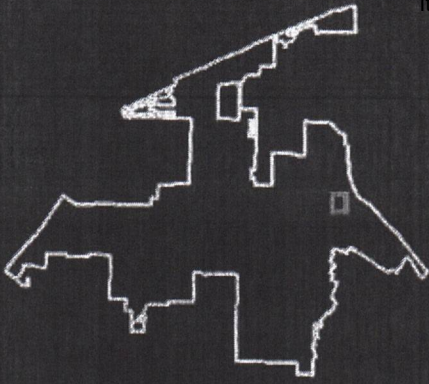
Page 1 of 2

Coordinate System: NAD 83
 California State Plane
 North Zone

Source: City of Los Angeles Department of Public Works



Item K.2



TREES

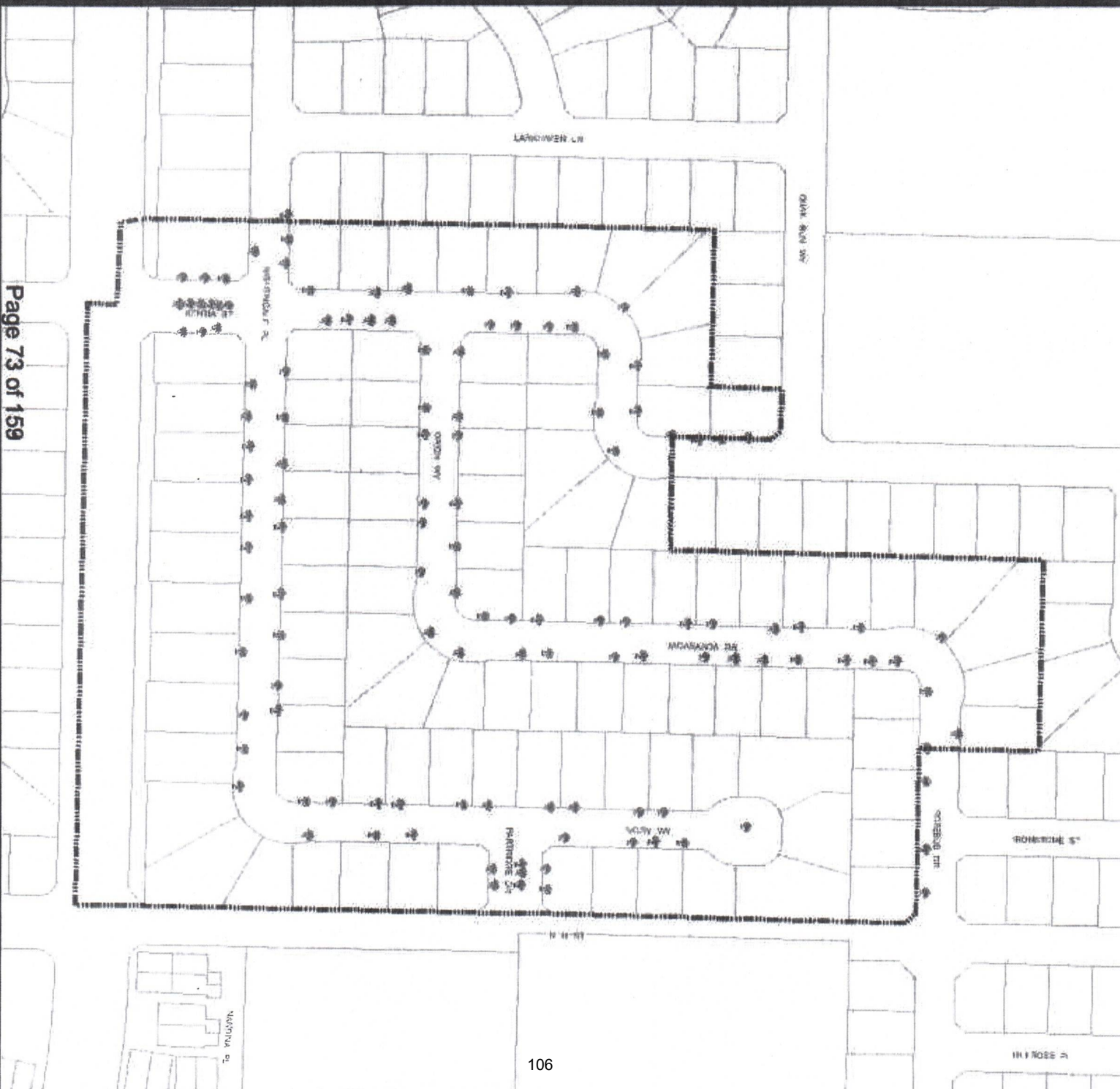
CITY BOUNDARY



Page 2 of 2

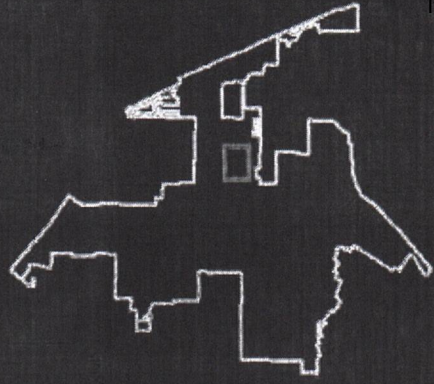
Coordinate System: NAD 1983
 California Albers 5003 Zone

Source: City of San Jose, California



Authorized Improvements LMD No. 25 (Pointe)

Item K.2



-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  CITY BOUNDARY

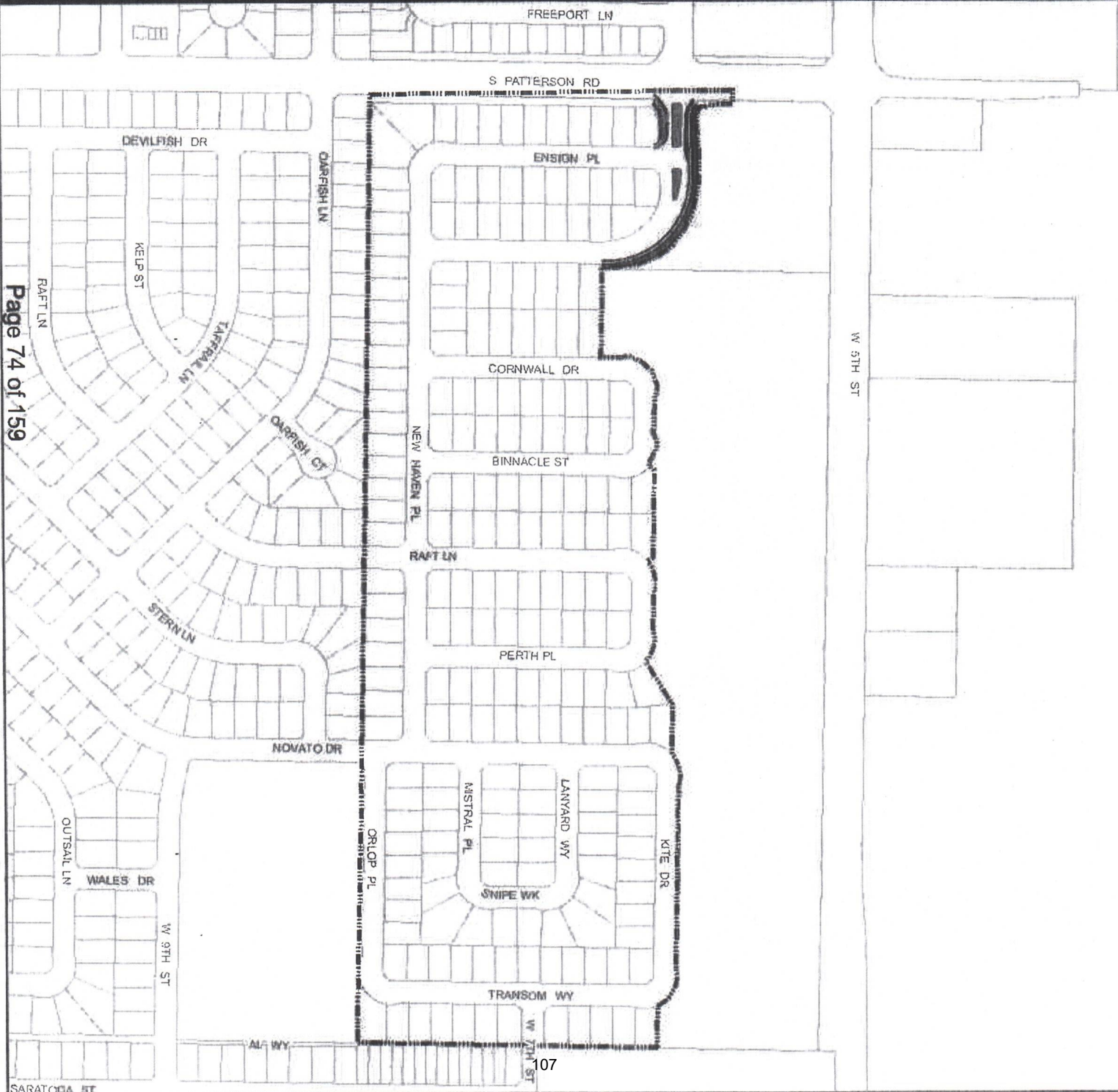
0 100 200 400 Feet



Page 1 of 2

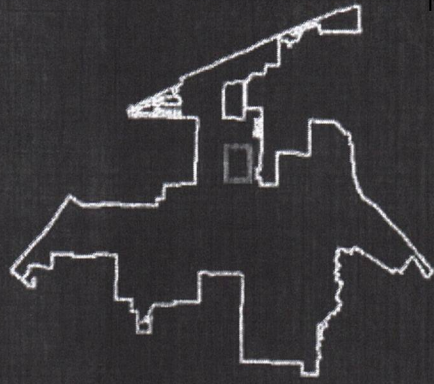
San Francisco, CA 94103
San Francisco, CA 94103

San Francisco, CA 94103



Authorized Improvements LMD No. 25 (Pointe)

Item K.2



TREES

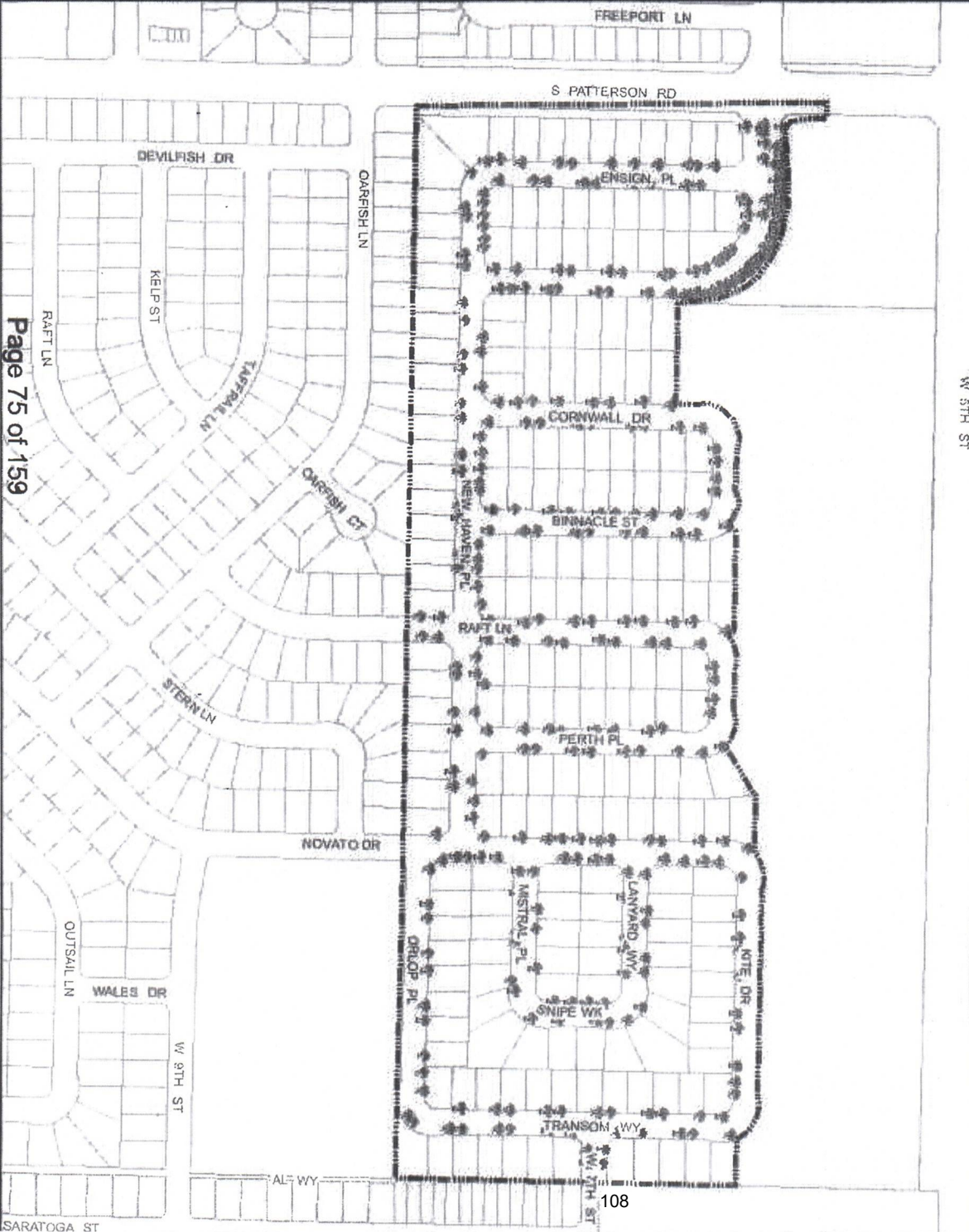
CITY BOUNDARY

0 100 200 400 Feet

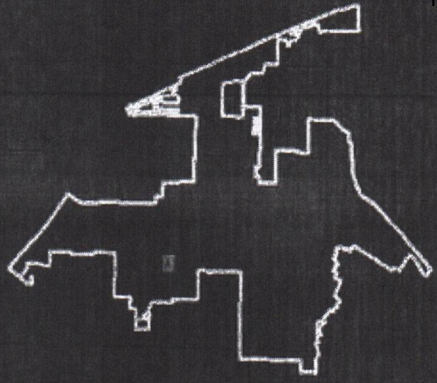
Page 2 of 2

Coordinate System: NAD 1983 StatePlane
California FIPS 4605 Foot

Source: City of Oxnard, St. Vincent & Company



Item K.2



-  HARDSCAPE
-  LANDSCAPE
-  TRAFFIC CIRCLE
-  CITY BOUNDARY

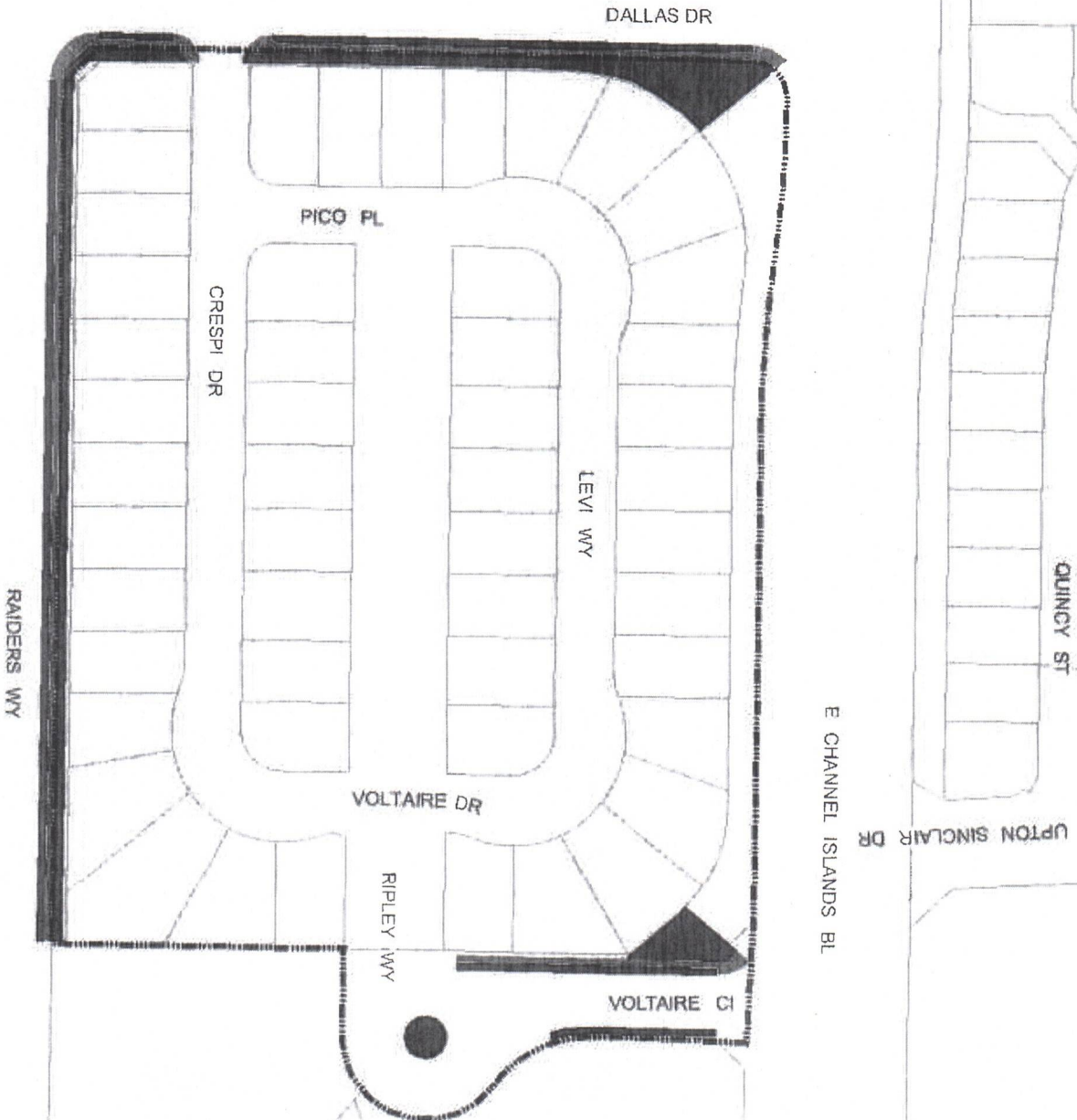
0 25 50 100 Feet



Page 1 of 2

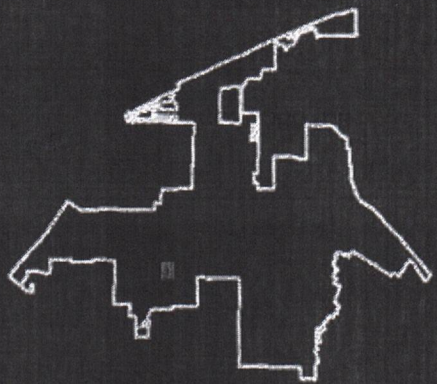
Coordinate System: NAD 83, StatePlane
 California FIPS 5003 Feet

Source: City of Los Angeles, Ventura County



Authorized Improvements LMD No. 27 (Rose Island)

Item K.2



 TREES
 CITY BOUNDARY

0 25 50 100 Feet

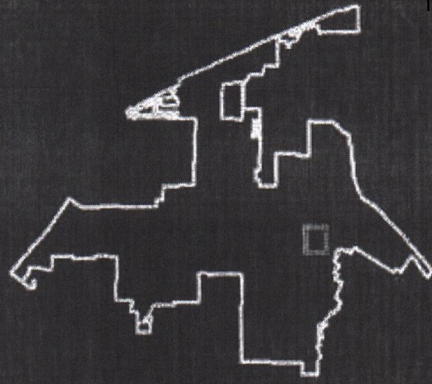



Page 2 of 2

Cooperative System, M&D 1983, Statewide
 California Highways Dept.
 Source: City of Oxnard & Ventura County



Item K.2



0 75 150 300 Feet



-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  CITY BOUNDARY

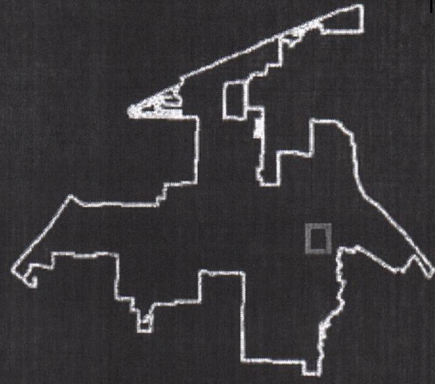
Page 1 of 2

Geotechnical Report, NAD 1983 StatePlane
 California 12N 6003 Feet

Source: City of San Diego, 2010



Item K.2



0 75 150 300 Feet



TREES
 CITY BOUNDARY

Page 2 of 2

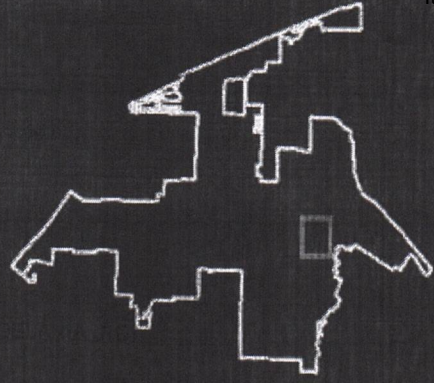
Look Live System Map 1982, Harborside
 California 1982-1983

Source: City of Oakland, 1982-1983



Authorized Improvements
 LMD No. 30
 (Haas Automation)

Item K.2



- HARDSCAPE
- LANDSCAPE
- CITY BOUNDARY

0 100 200 400 Feet



Page 1 of 2

Coordinate System: NAD 1983
 California LIPS 0405 feet

Source: City of Central San Antonio County

RICE AV

S RICE AV

N RICE AV

STURGIS RD

DISCOVERY DR

CHALLENGER PL

ELEVAR ST

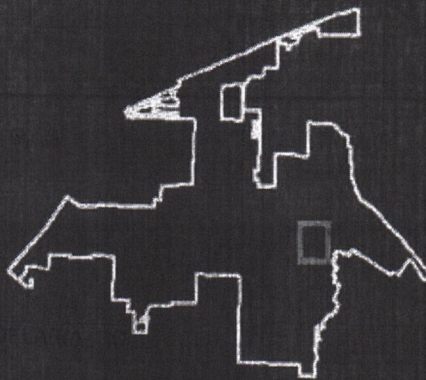
KINETIC DR

RAILROAD RR

E 5TH ST

Authorized Improvements LMD No. 30 (Huas Automation)

Item K.2



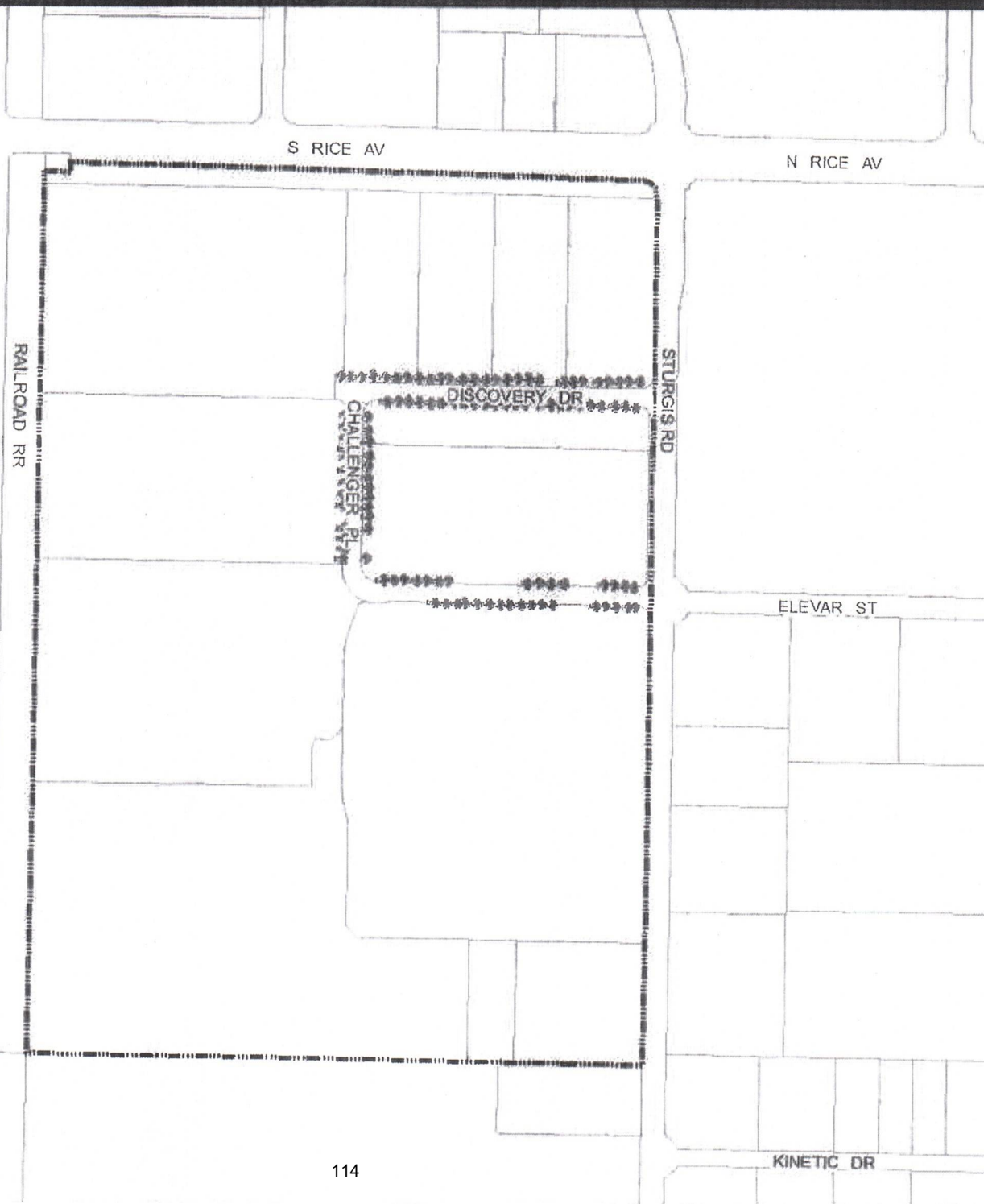
TREES
 CITY BOUNDARY

0 100 200 400 Feet

Page 2 of 2

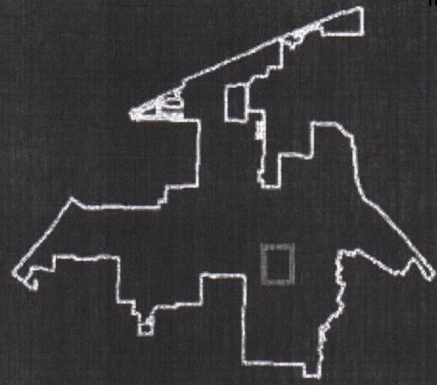
Geographic System: NAD 1983 StatePlane
 California LRS 5003 Foot

Source: City of Oxnard & Ventura County



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

Item K.2



- DETENT ON BASIN
- HARDSCAPE
- LANDSCAPE
- CITY BOUNDARY

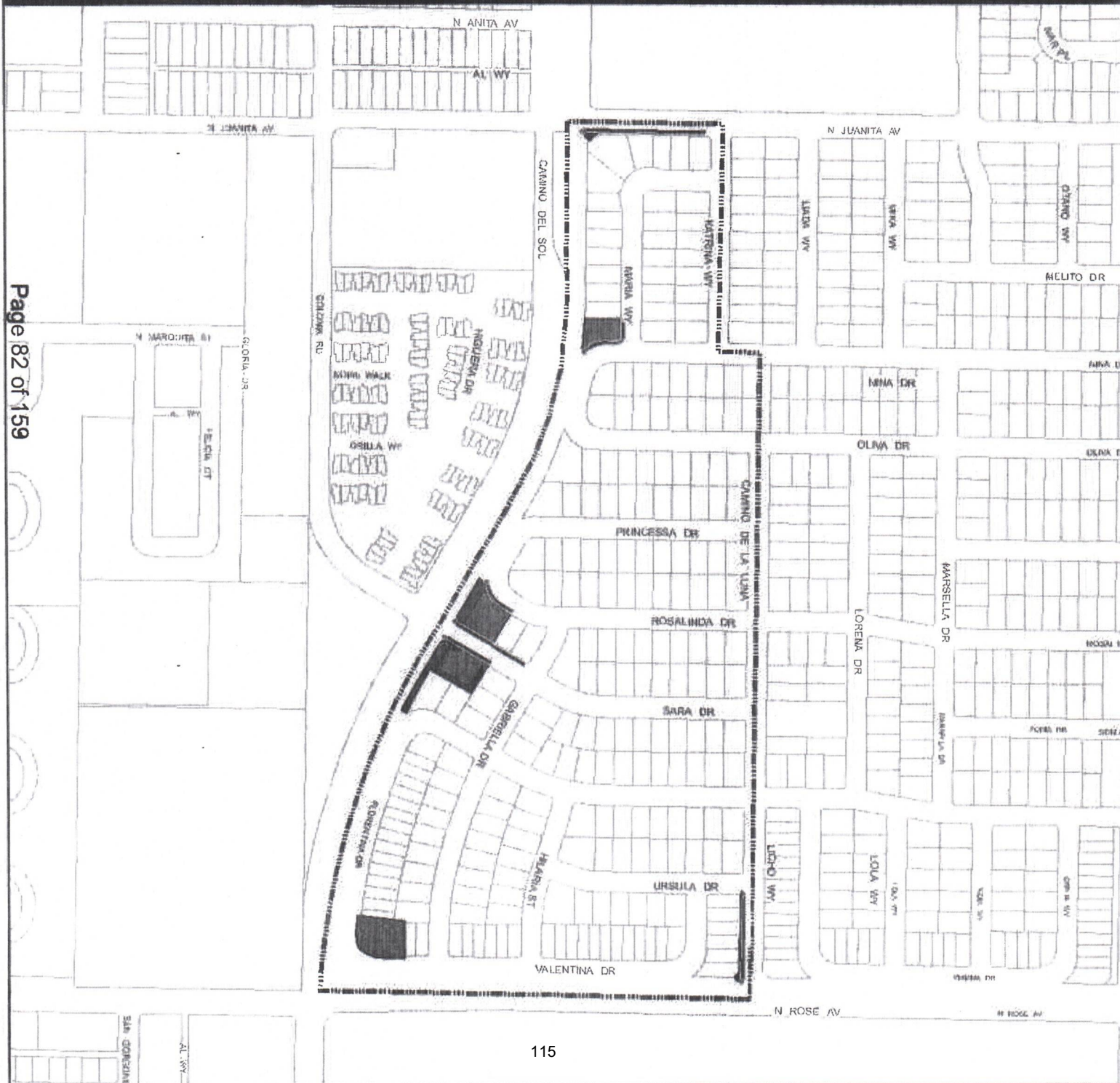
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Page 1 of 2

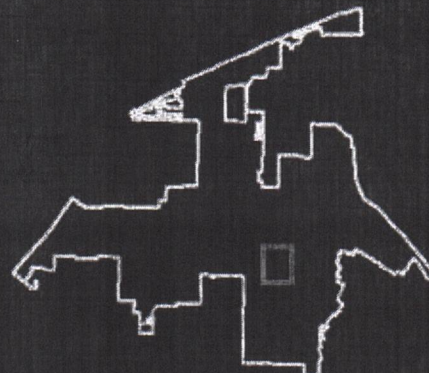
Coordinate System: NAD 1983, datum
 California 1114, 0-45 feet

Source: City of Grand Se, Version 1.0



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

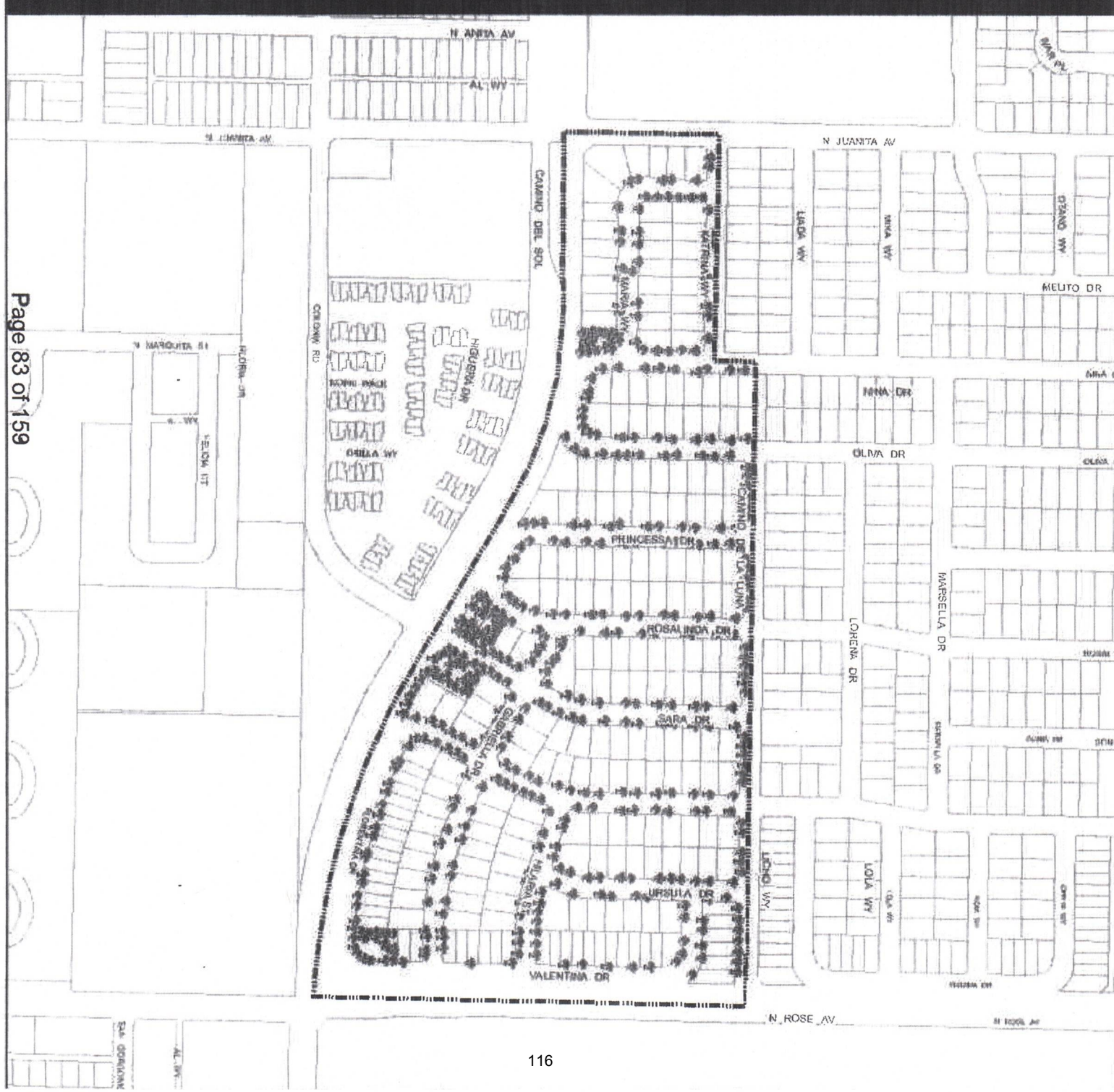
Item K.2



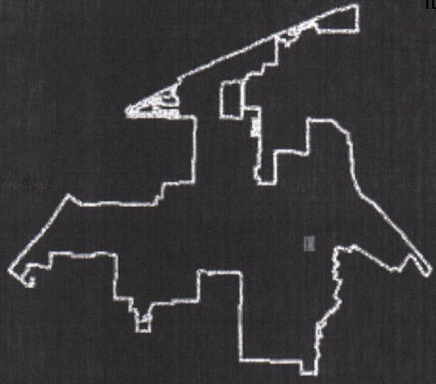
0 100 200 400 Feet



TREES
 CITY BOUNDARY



Item K.2



- HARDSCAPE
- LANDSCAPE
- PARK
- CITY BOUNDARY

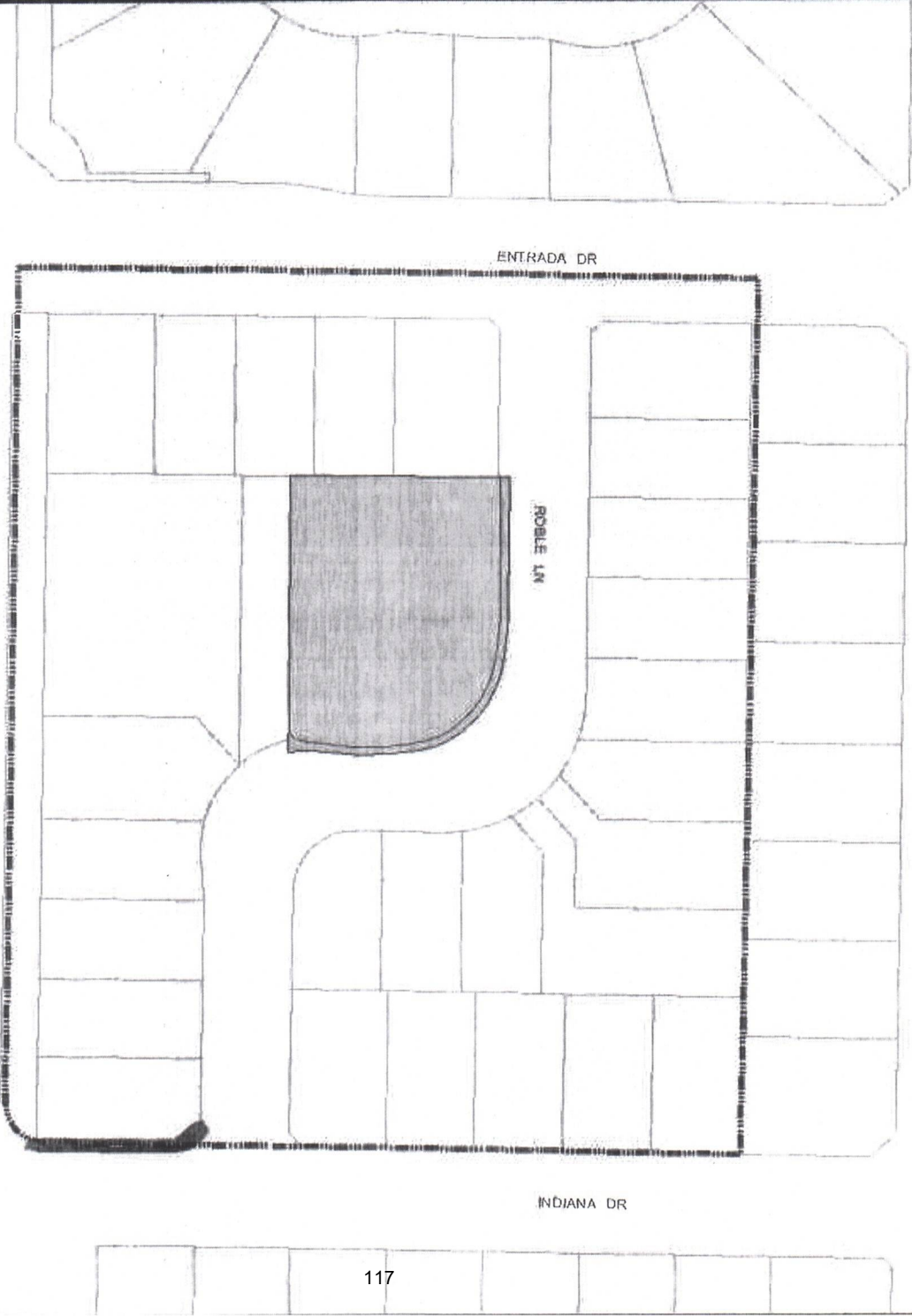
0 25 50 100 Feet



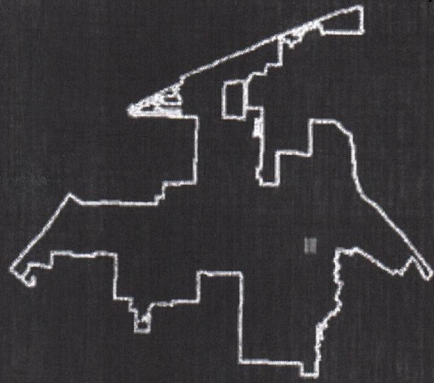
Page 1 of 2

Coordinate System: NAD 1983 StatePlane
California FIPS 6405 Feet

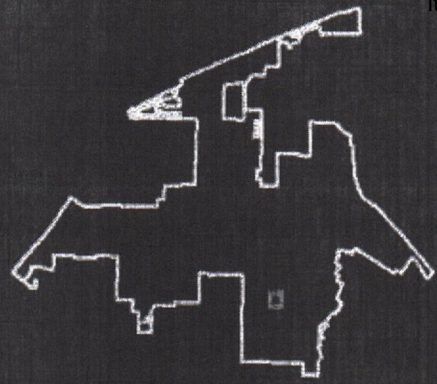
Source: City of Carmel & Ventura County



Item K.2



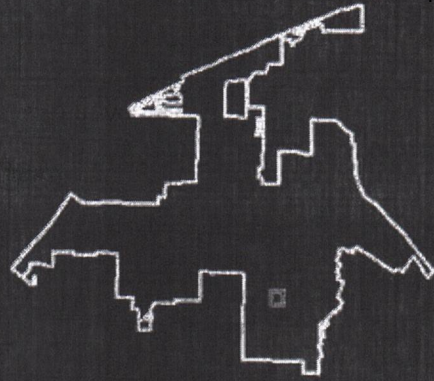
Item K.2



-  DETENT ON BASIN
-  HARDSCAPE
-  LANDSCAPE
-  CITY BOUNDARY



Item K.2



TREES

CITY BOUNDARY



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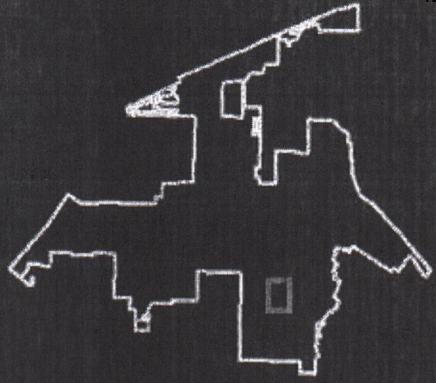
Coordinate System: NAD 1983 StatePlane
 California FIPS 8403 Feet

Source: City of El Paso & Metropolitan Council



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

Item K.2



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  CITY BOUNDARY
-  TRAFFIC CIRCLE

0 75 150 300 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane
California FIPS 3405 feet

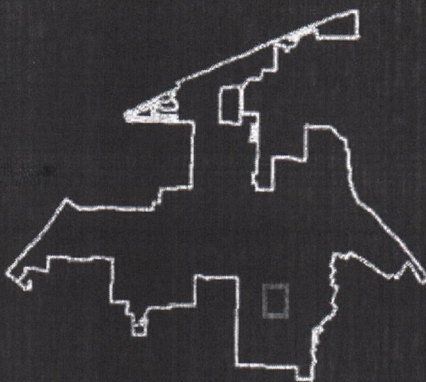
Source: City of San Jose & Mountain View



Item K.2

LMD No. 34

(Sunrise Pointe & Sunset Cove)



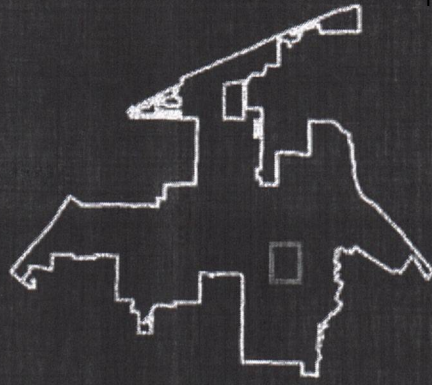
CITY BOUNDARY

0 75 150 300 Feet



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

Item K.2



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- TRAFFIC CIRCLE
- CITY BOUNDARY

0 125 250 500 Feet



Page 1 of 2

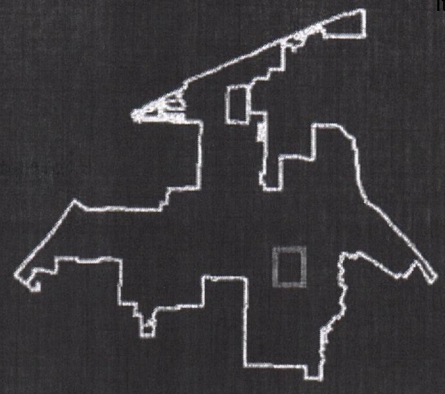
Coordinate System: NAD 1983 StatePlane
 California FIPS 31405 Feet

Source: City of Oakland & Ventura County



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

Item K.2



TREES
 CITY BOUNDARY

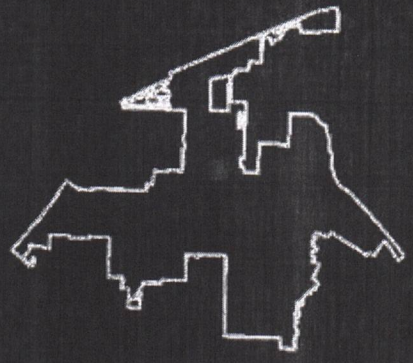


CITY OF OXNARD

Map of Authorized Improvements

LMD No. 37 (Pacific Breeze)

Item K.2



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

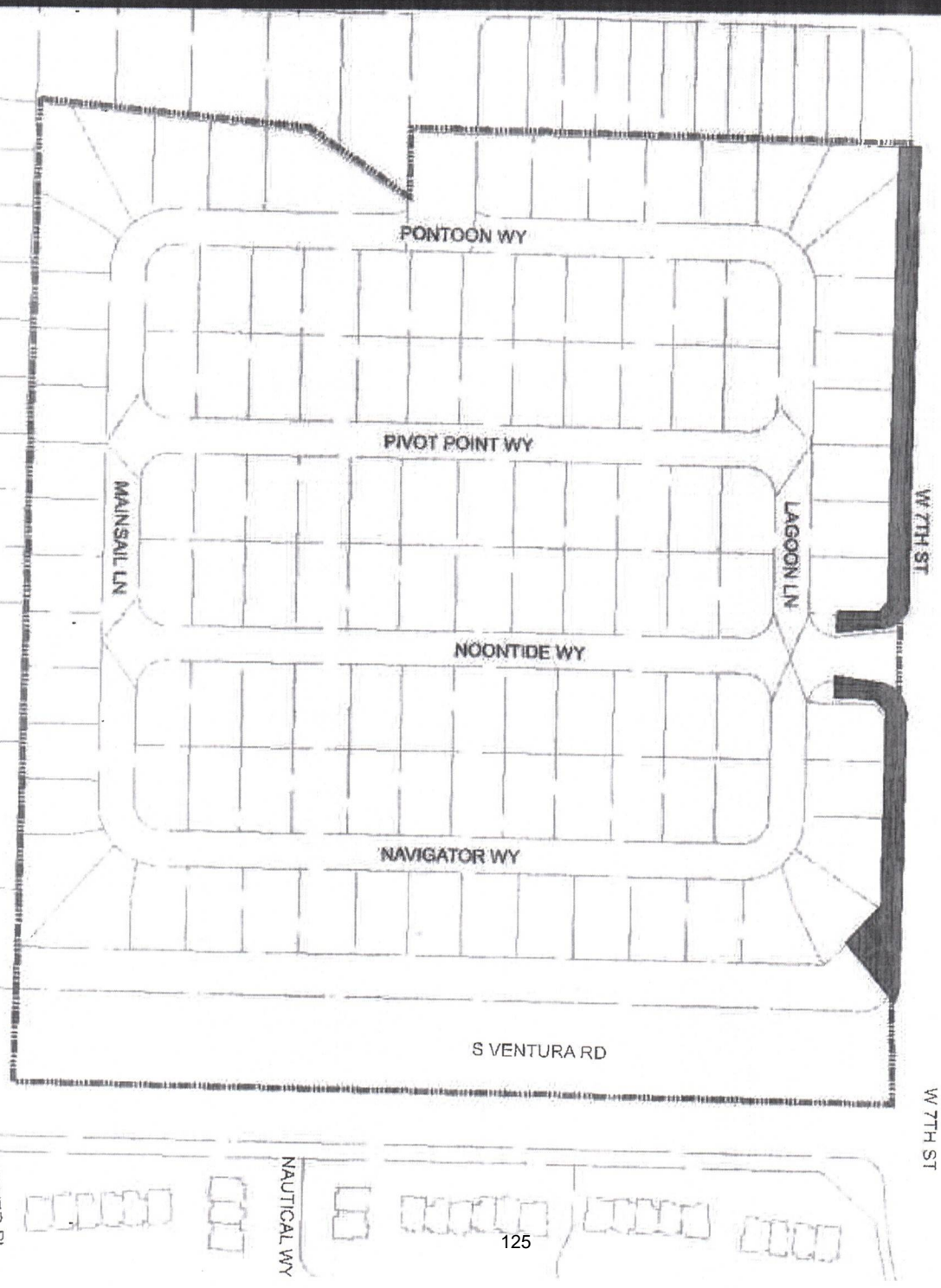


Coordinate System: NAD 1983 StatePlane California
FIPS 9403 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS January 2017

Page 1 of 3

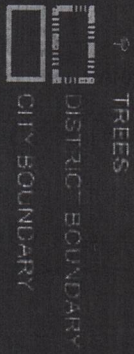
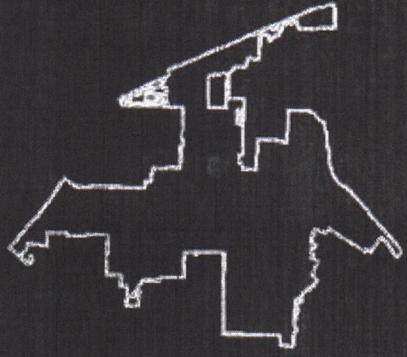


CITY OF OXNARD

Map of Authorized Improvements

EMD No. 37 (Pacific Breeze)

Item K.2



Coordinate System: NAD 1983 StatePlane California
FIPS 4403 Feet

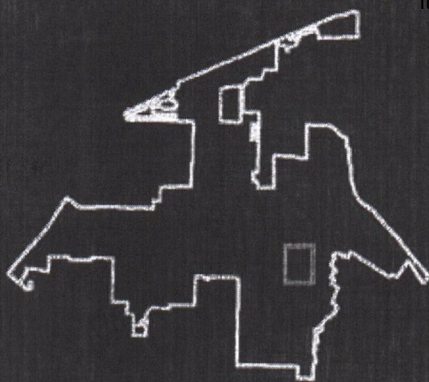
Source: City of Oxnard & Ventura County

Prepared by: MBS January 2017

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Item K.2



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- CITY BOUNDARY
- TRAFFIC CIRCLE

0 125 250 500 Feet



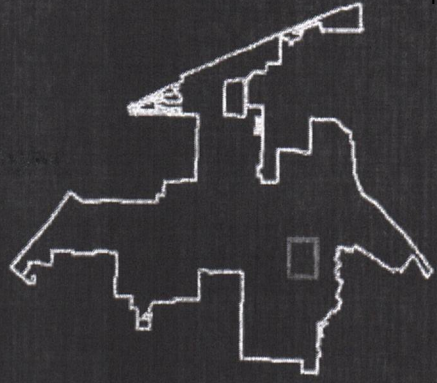
Page 1 of 2

Coordinate System: NAD 1983 StatePlane
California FIPS 4403 Feet

Source: City of Orange & Ventura County



Item K.2



TREES
 CITY BOUNDARY

0 125 250 500 Feet



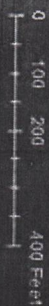
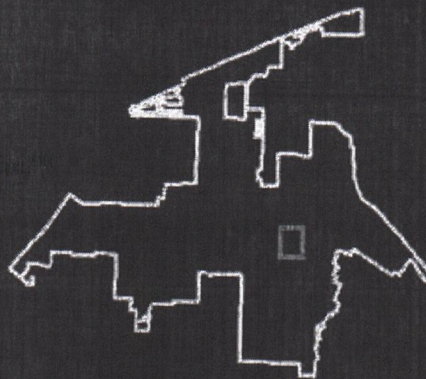
Page 1 of 2

Coordinate System: NAD 1983 StatePlane
 California FIPS 5003 Feet

Source: City of Orange & Ventura County

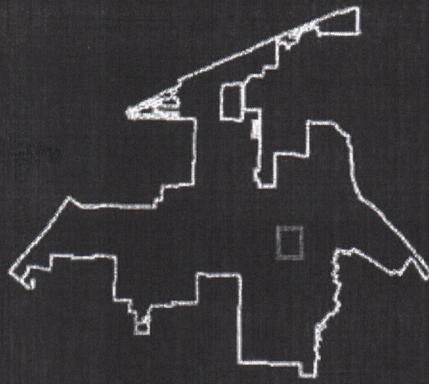


Item K.2

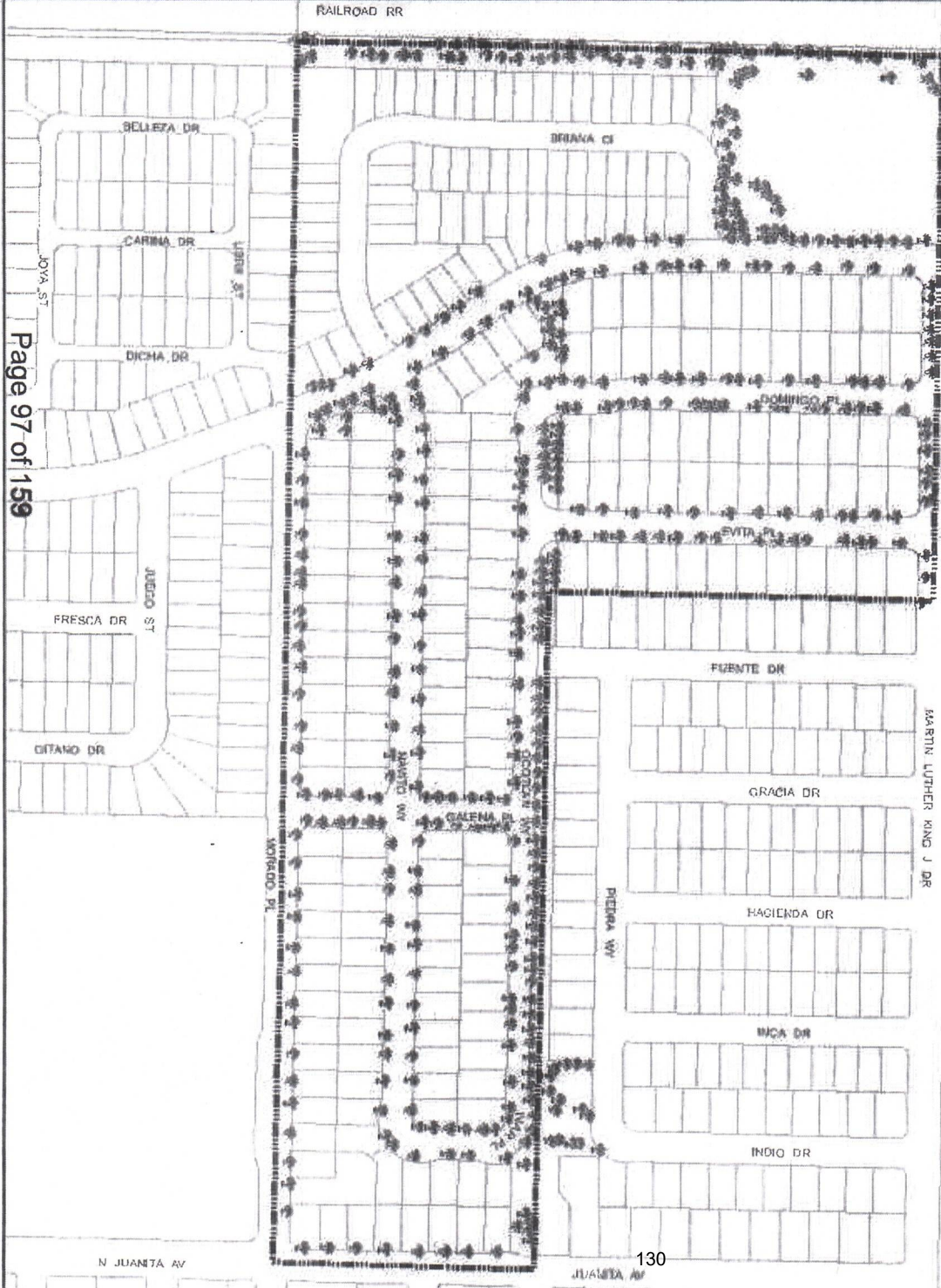


Authorized Improvements LMD No. 39 (Promesa/Sueno & DR Horton/Seawinds)

Item K.2

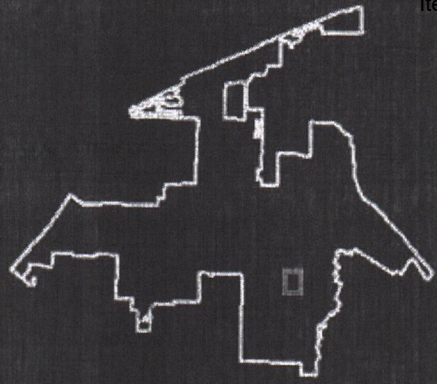


 TREES
 CITY BOUNDARY



ENTRADA DR

Item K.2



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  TRAFFIC CIRCLE
-  CITY BOUNDARY

0 75 150 300 Feet

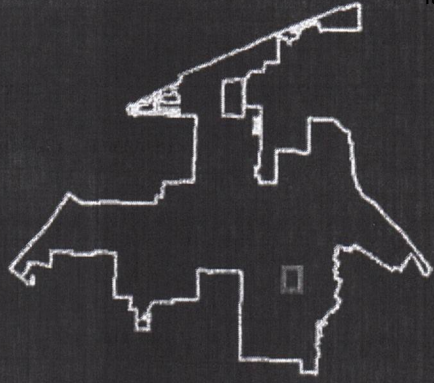
Page 1 of 2

Coordinate System: NAD 1983 StatePlane
 California FIPS 3005 Feet

Source: City of Oakland GeoView Online



Item K.2



TREES
 CITY BOUNDARY

0 75 150 300 Feet



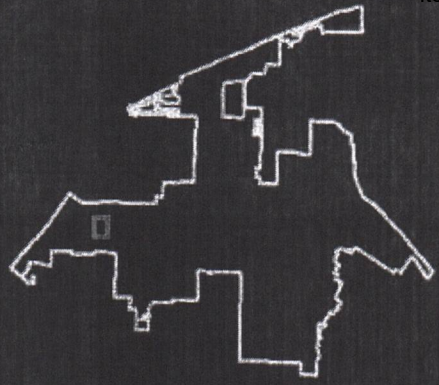
Page 2 of 2

Coordinate System: NAD 83, StatePlane
 California FIPS 5003 Feet

Source: City of San Diego, California



Item K.2



-  HARDSCAPE
-  LANDSCAPE
-  TRAFFIC CIRCLE
-  CITY BOUNDARY



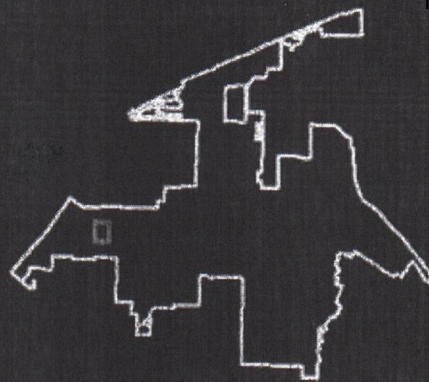
Page 1 of 2

Coordinating Agency: NAD 1983 StatePlane
 California, FIPS 9003, UTM

Source: City of Oxnard & Ventura County



Item K.2



2 TREES
 CITY BOUNDARY

0 75 150 300 Feet



Page 2 of 2

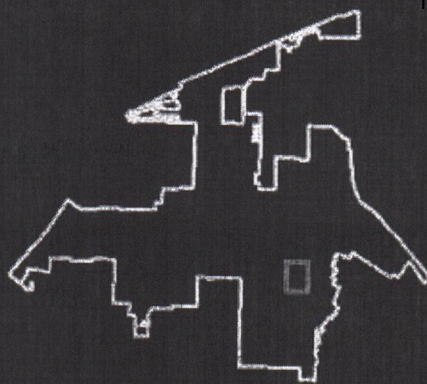
Coordinate System: NAD 1983 StatePlane
 California LPS 0401100

Source: City of Oxnard & Ventura County



Authorized Improvements
 IMD No. 42
 (Cantabria & Coronado)

Item K.2



- HARDSCAPE
- LANDSCAPE
- TRAFFIC CIRCLE
- CITY BOUNDARY

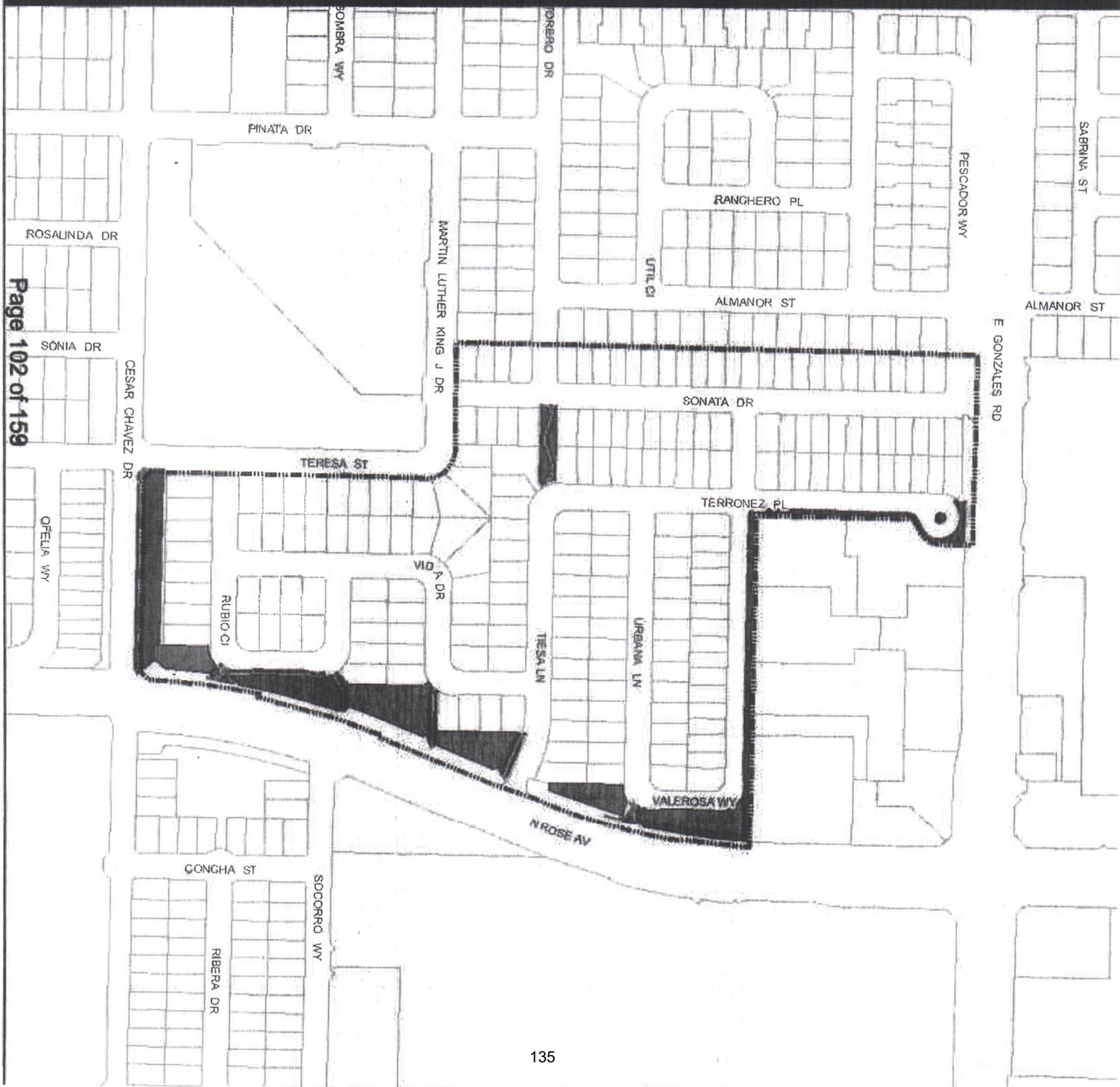
0 100 200 400 Feet



Page 1 of 2

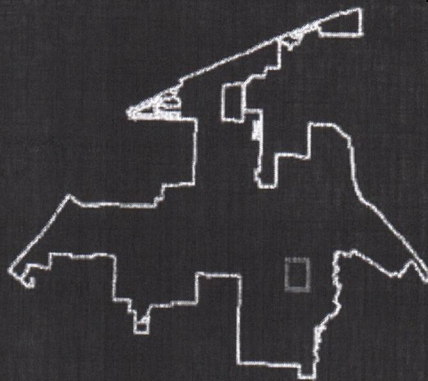
Location: Mexico, NMD, 1983, Cantabria
 Edition: 11/93, 0-43, 1983

Source: City of Coronado & Cantabria



Authorized Improvements LMD No. 42 (Cantabria & Coronado)

Item K.2

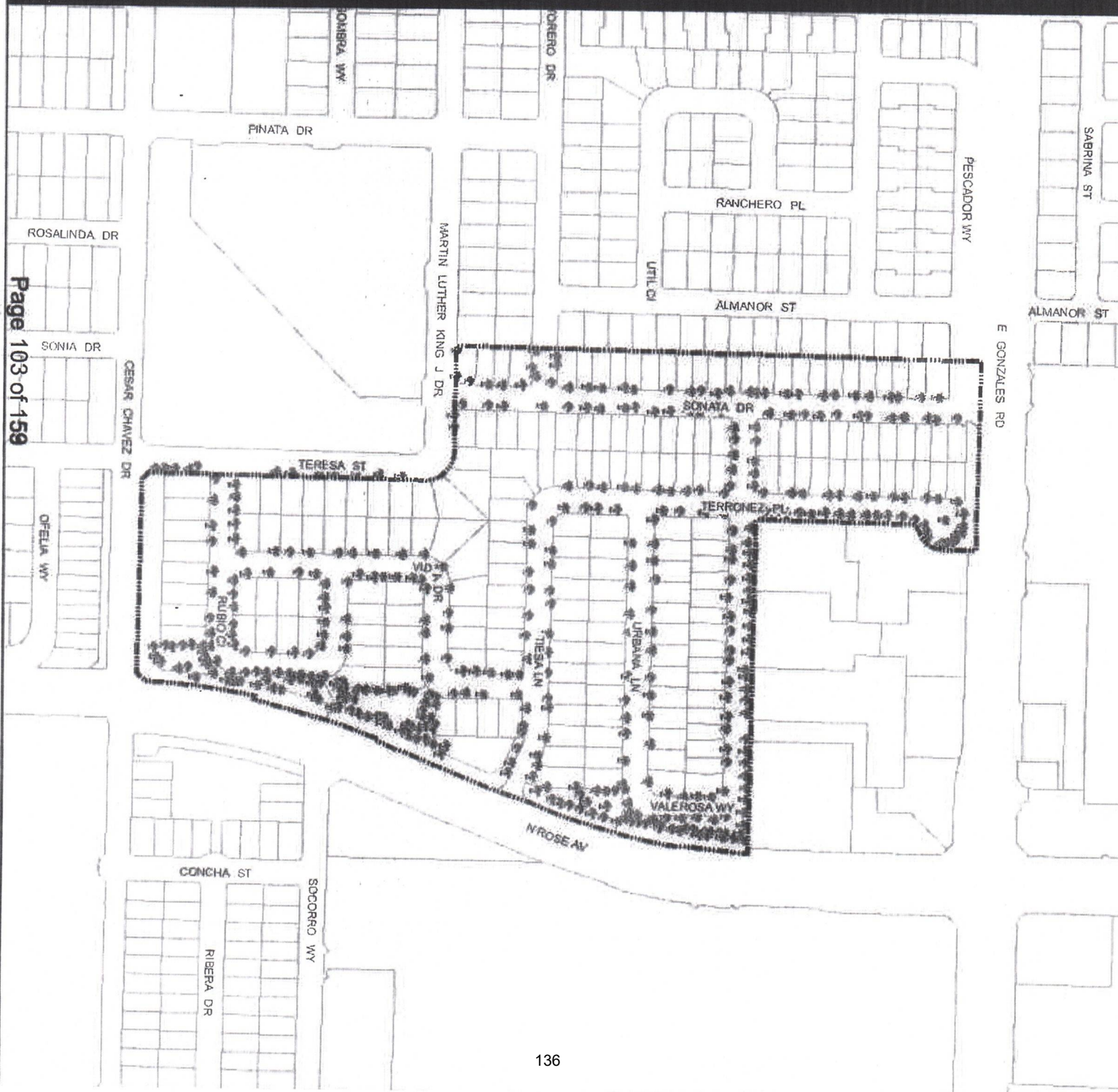


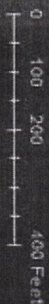
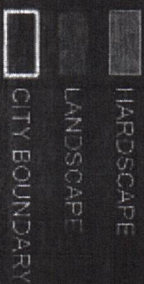
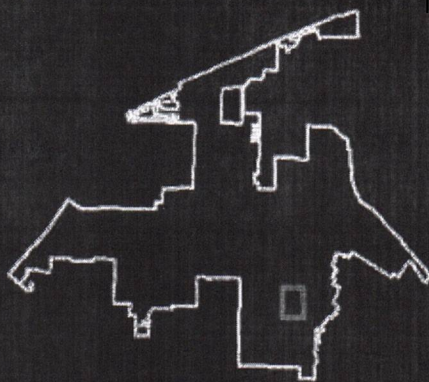
Page 2 of 2

Coronado Station NAD 1983 coordinate
 datum EPSG:4967 feet

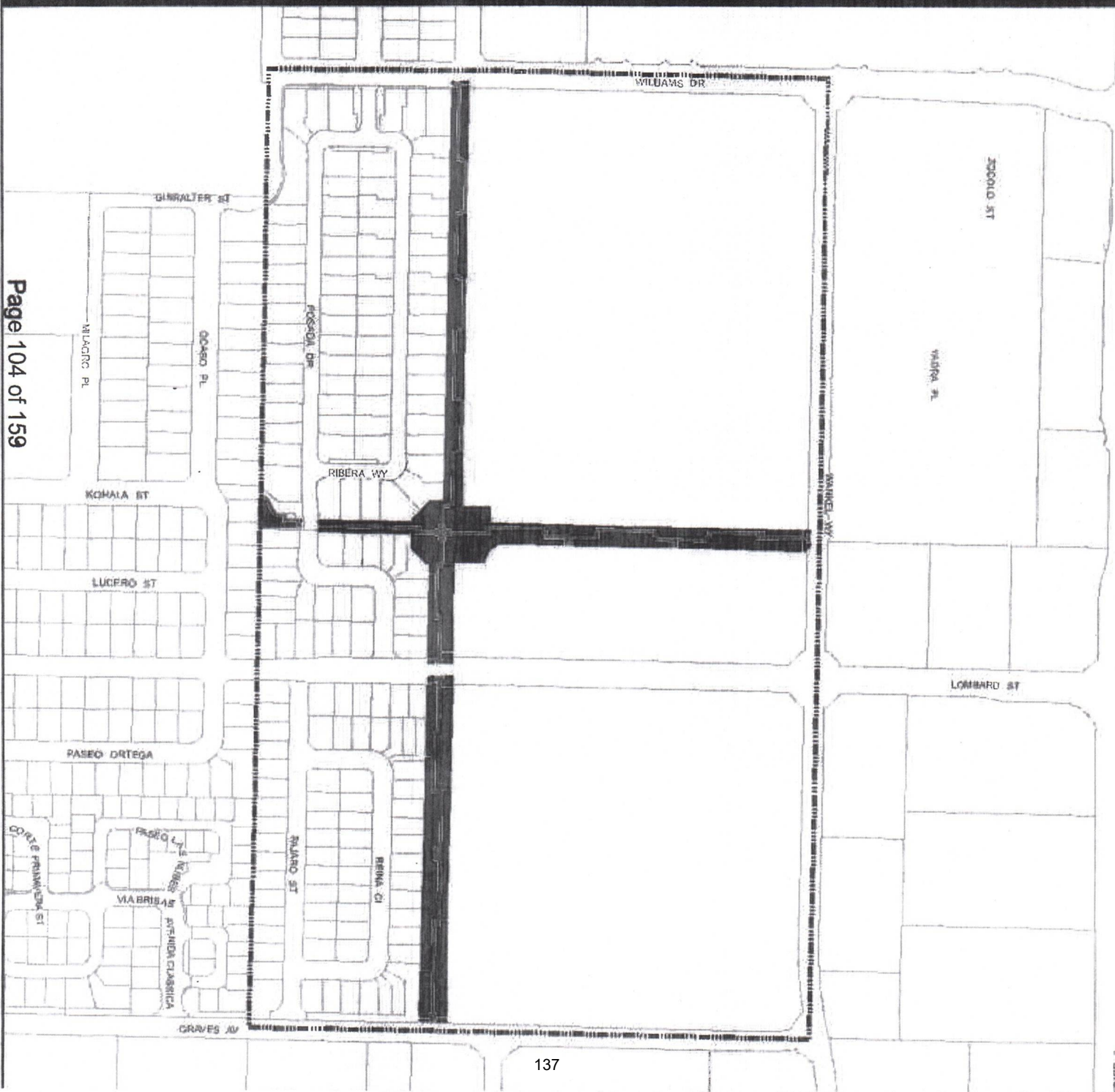
Source: City of Coronado & Visionary Group

TILES
 CITY BOUNDARY

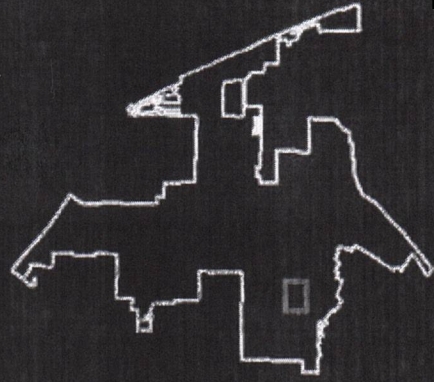




Page 1 of 2



Item K.2



TREES
 CITY BOUNDARY

0 100 200 400 Feet



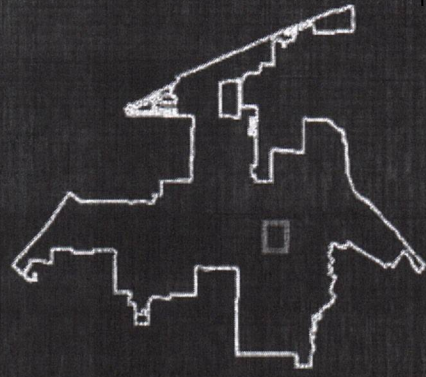
Page 2 of 2

Coordinate System: NAD 1983 StatePlane
 California FIPS 6405 Feet

Source: City of Oakland & Ventura County



Item K.2



- DEFENTION BASIN
- HARDSCAPE
- LANDSCAPE
- CITY BOUNDARY

0 100 200 400 Feet



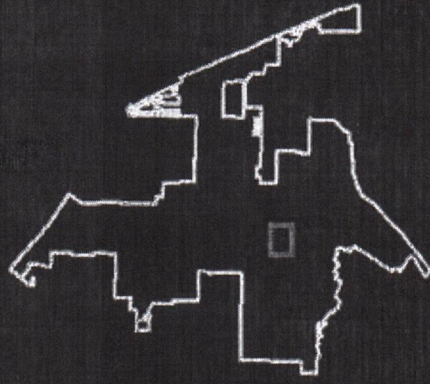
Page 1 of 3

CONCRETE SYSTEM MAP 1993 Standard
 California 1993 Edition

Source: City of Orange & Ventura County



Item K.2



☉ TREES

□ CITY BOUNDARY

0 100 200 400 Feet

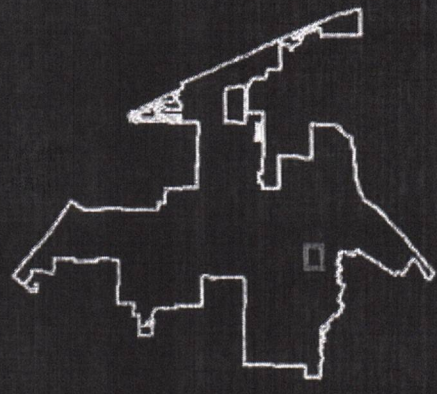
Page 2 of 2

Coordinate System: NAD 1983 StatePlane
 California FIPS 5405 Feet

Source: City of Camarillo & Ventura County



Item K.2



-  HARDSCAPE
-  LANDSCAPE
-  TRAFFIC CIRCLE
-  CITY BOUNDARY



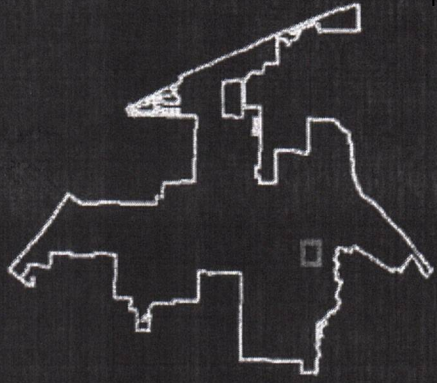
Page 1 of 2

Coordinate System: NAD 1983 StatePlane
 California FIPS 6405 feet

Source: City of Oxnard & Ventura County



Item K.2



TREES
 CITY BOUNDARY



Page 2 of 2

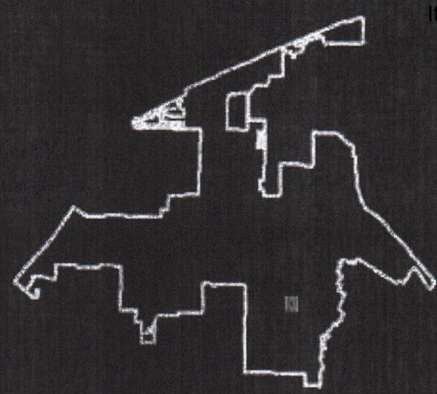
Copyrighted Material. NAD 1983 StatePlane
 California FIPS 405 Feet

Source: City of Contra Costa, Contra Costa County



Authorized Improvements
 LMD No. 49
 (Cameron Ranch)

Item K.2



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  CITY BOUNDARY



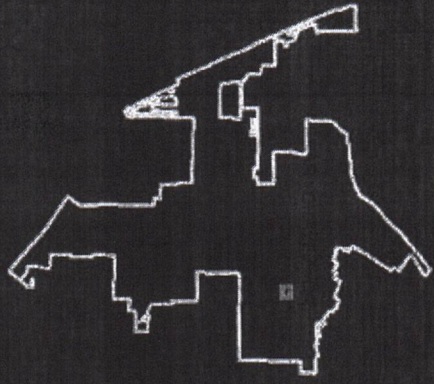
Page 1 of 2

Copyright © 2000, NAD 1983 StatePlane
 California LRS 12N03 Zone
 Source: City of Orange & Ventura County



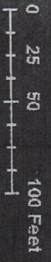
Authorized Improvements
 LMD No. 49
 (Cameron Ranch)

Item K.2



TREES

CITY BOUNDARY



Page 2 of 2

Coordinate System: NAD 1983 StatePlane
 California LPS 8403 Feet

Source: City of Concord & Ventura County

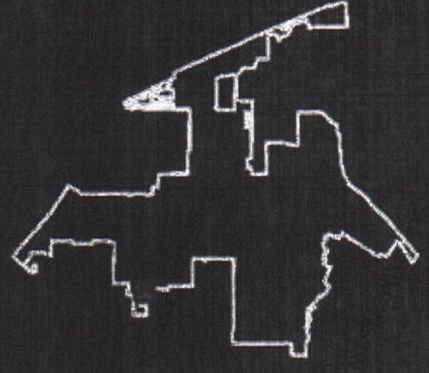


CITY OF OXNARD

Map of Authorized Improvements

MAP No. 50 (Pleasant Valley Senior Housing)

Item K.2



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



Coordinate System: NAD 1983 StatePlane California FIPS 1405 feet

Source: City of Oxnard & Ventura County

Prepared by NPS - January 2017

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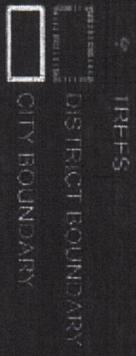
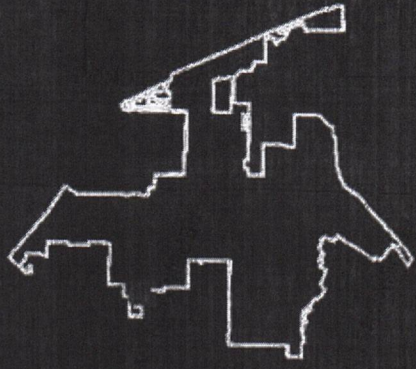


CITY OF OXNARD

Map of Authorized Improvements

LMD No. 50 (Pleasant Valley Senior Housing)

Item K.2



75'

350 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 6405 Feet

Source: City of Oxnard & Ventura County

Prepared by: MBS January 2017

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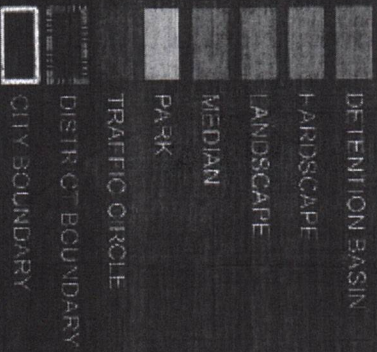


CITY OF OXNARD

Map of Authorized Improvements

IMD No. 51 (Pfeiler)

Item K.2



0 150 300 600 Feet

Coordinate system: NAD 1983 StatePlane California
FIPS 4405 Feet

Source: City of Oxnard, Santa Barbara County

Prepared by NBS January 2017

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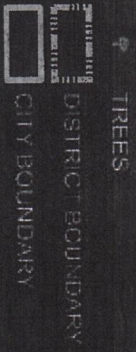
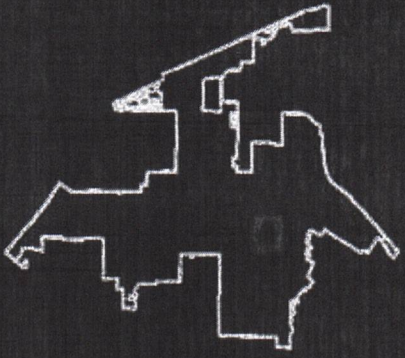


CITY OF OXNARD

Map of Authorized Improvements

LMD No. 51 (Pledge)

Item K.2



Coordinate System: NAD 1983 StatePlane California FIPS 4403 Feet

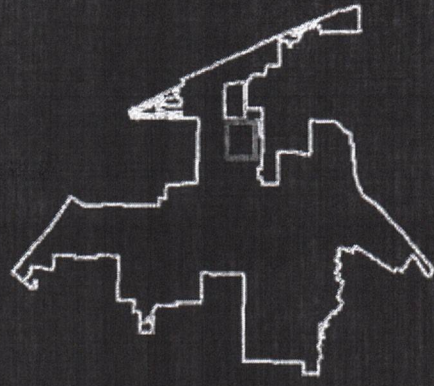
Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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Item K.2



LANDSCAPE
 TRAFFIC CIRCLE
 CITY BOUNDARY

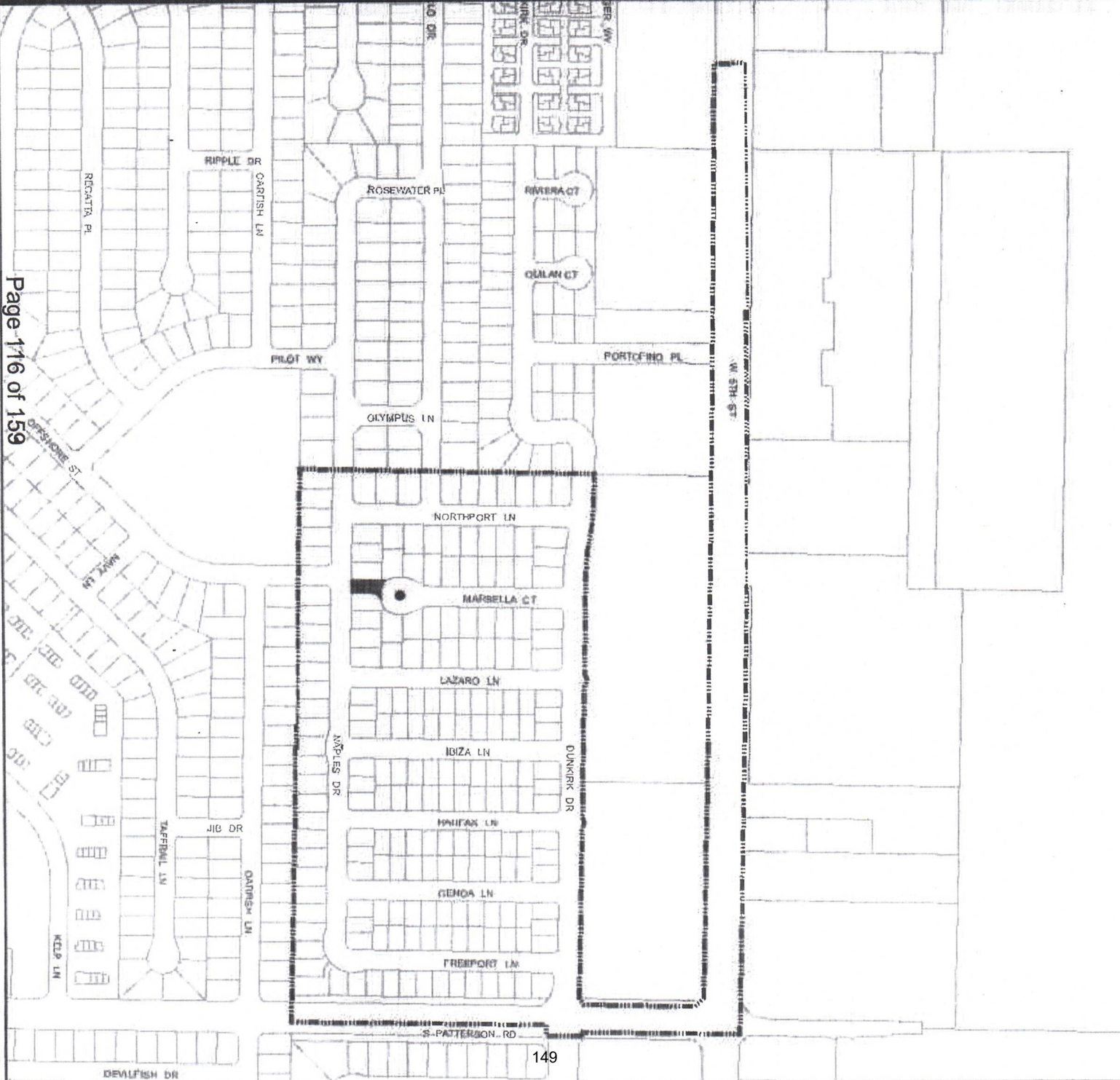
0 125 250 500 Feet

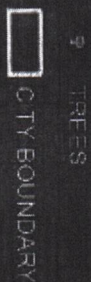
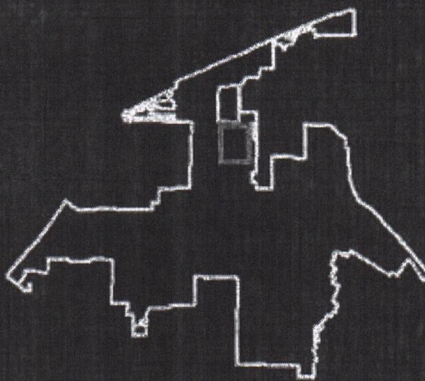


Page 1 of 2

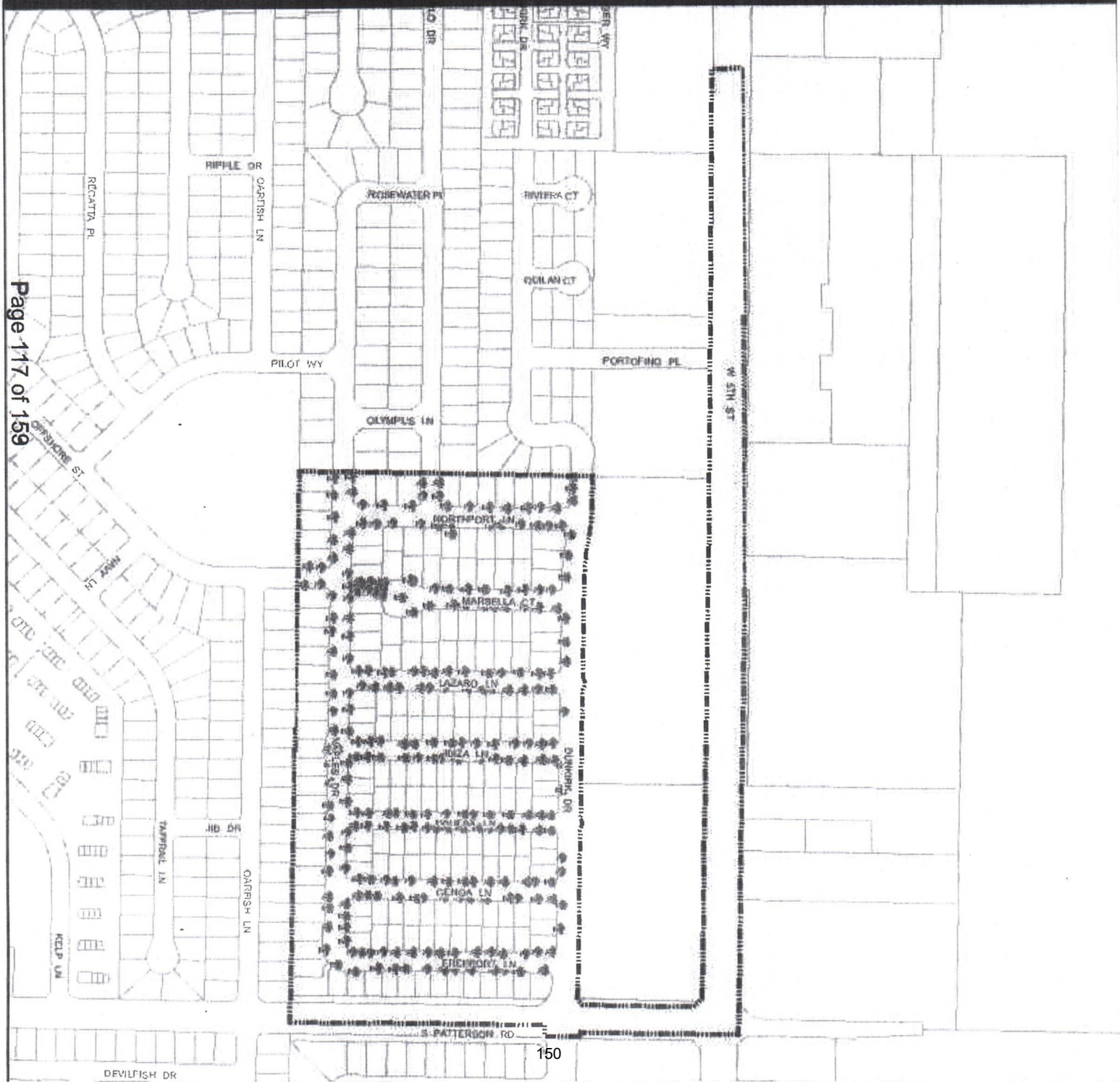
Geomatics Systems, NAD 1983, StatePlane
 California FIPS 3109, feet

Source: City of Oakland & Alameda County

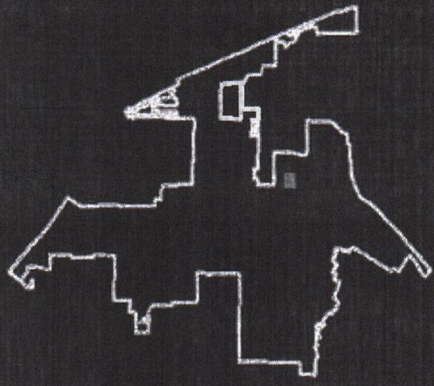




0 125 250 500 Feet



Item K.2



LANDSCAPE

CITY BOUNDARY

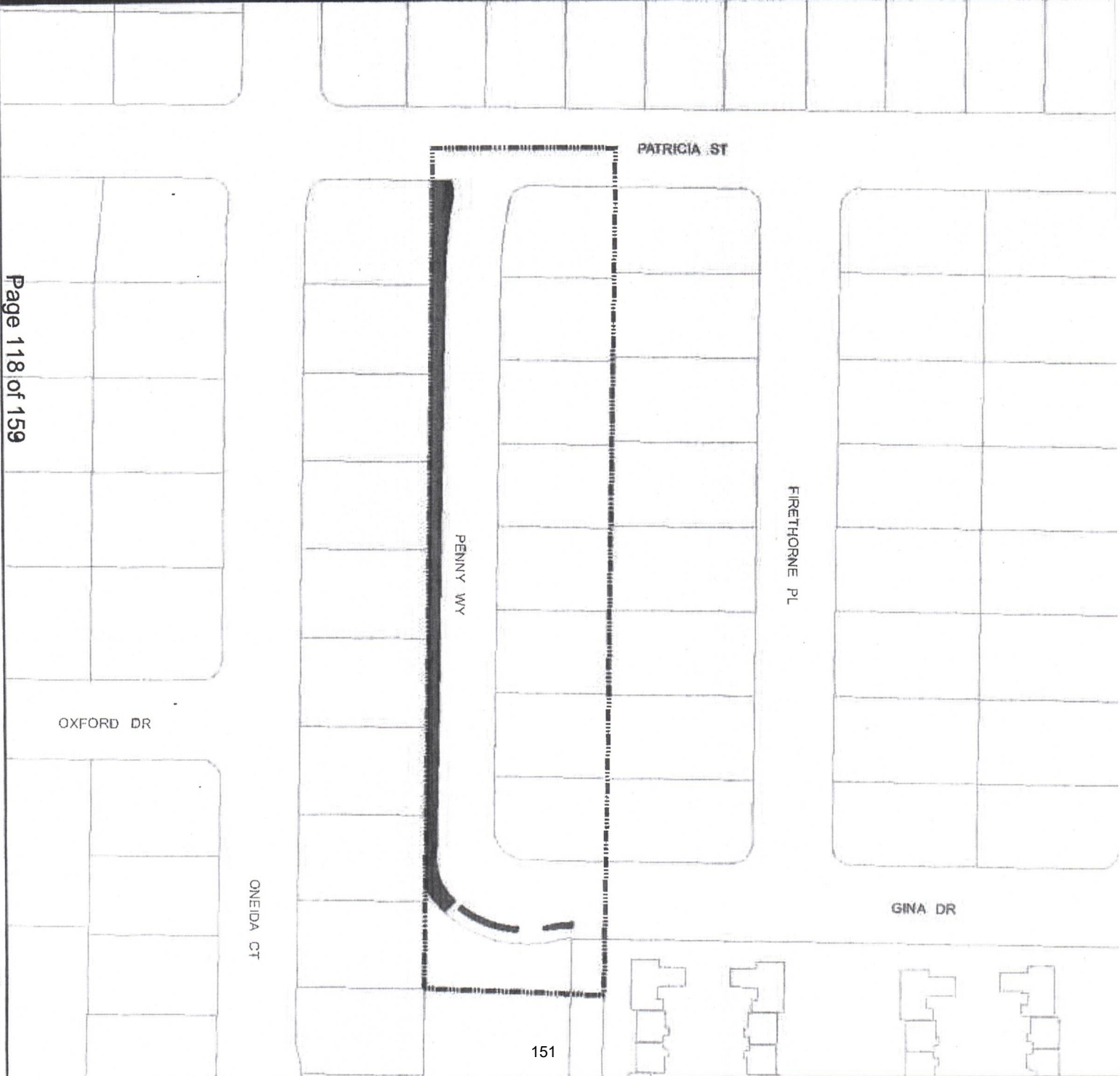
0 25 50 100 Feet



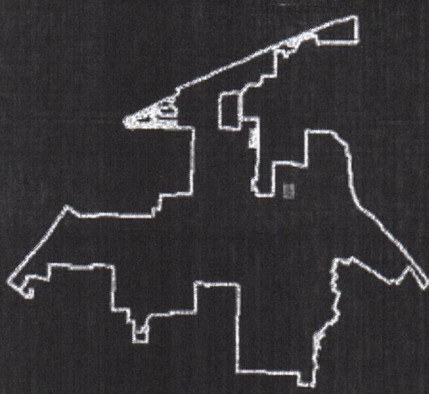
Page 1 of 2

Coastal Resource System, NAD 1983, StatePlane
California FIPS 8403 Feet

Source: City of San Francisco, 2010



Item K.2



TREES

CITY BOUNDARY



Page 2 of 2

Coordinate System: NAD 1983 StatePlane
Connecticut LIPS 10-05 1000'

Source: City of Hartford & Various Counties

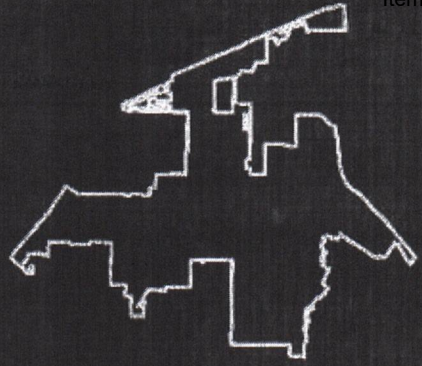


CITY OF OXNARD

Map of Authorized Improvements

IMD No. 54 (Meadow Crest Villas)

Item K.2

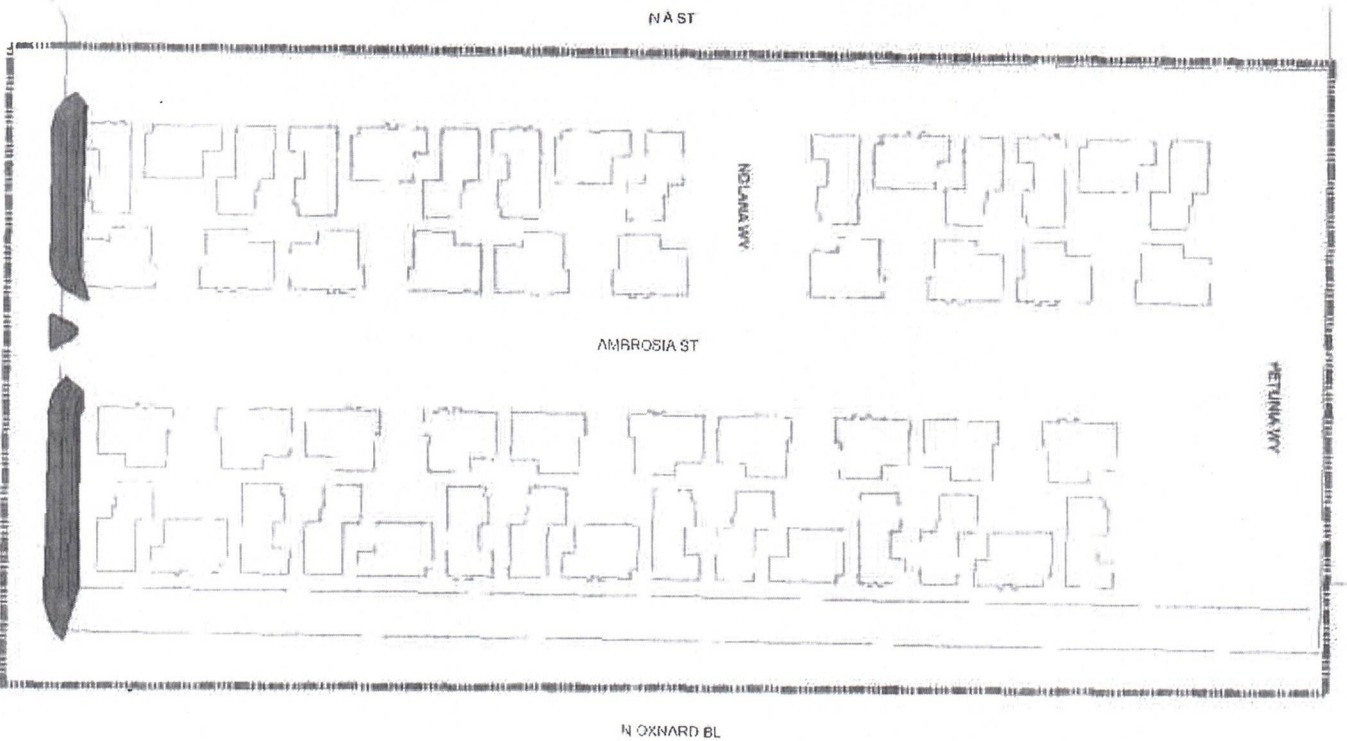


Coordinate System: NAD 1983 StatePlane California FIPS 4403 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS January 2017

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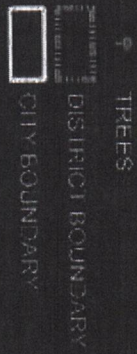
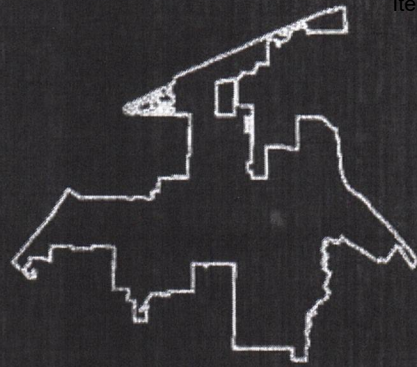


CITY OF OXNARD

Map of Authorized Improvements

LMD No. 54 (Meadow Crest Villas)

Item K.2

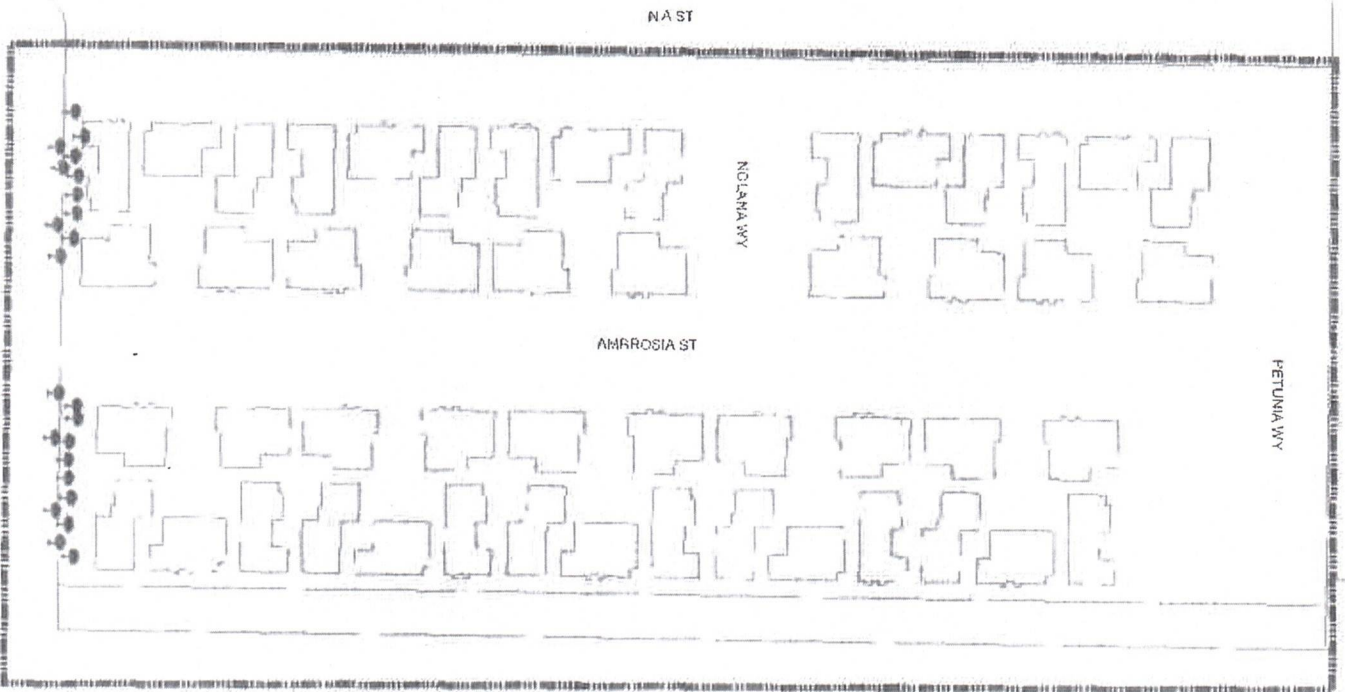


Coordinate System: NAD 1983 StatePlane California FIPS 4403 Feet

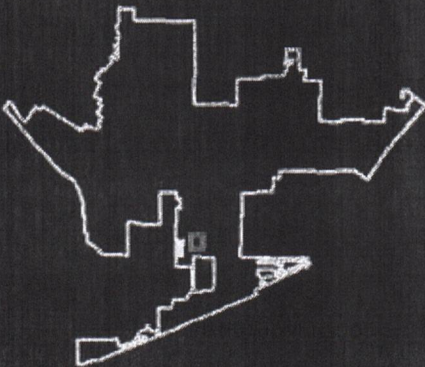
Source: City of Oxnard & Ventura County

Prepared by: N2S January 2017

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Authorized Improvements
LMD No. 55
(Wingfield West)



HARDSCAPE

LANDSCAPE

TRAFFIC CIRCLE

CITY BOUNDARY

0 50 100 200 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane
California FIPS 3003 Feet

Source: City of Oakland & Contra Costa County

W 5TH ST

PORTOFINO PL

OULAN CT

RIVERA CT

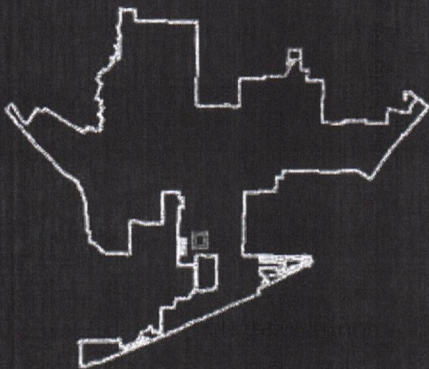
DUNKIRK DR

Item K.2

OLYMPUS LN

ROSEWATER PL

Authorized Improvements
LMD No. 55
(Wingfield West)



TREES

CITY BOUNDARY



0 50 100 200 Feet

Page 2 of 2

Sanitary System (SAS) Station
California LPS 0405 feet

Source: City of Oakland & Alameda County

W 5TH ST

PORTOFINO PL

QUILAN CT

RIVIERA CT

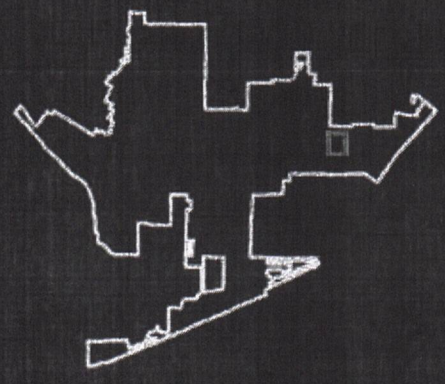
DUNKIRK DR

ROSEWATER PL

OLYMPUS LN

Item K.2

Authorized Improvements LMD No. 58 (Westwind)



- HARDSCAPE
- LANDSCAPE
- TRAFFIC CIRCLE
- CITY BOUNDARY



Page 1 of 2
 Coordinate System: NAD 1983 StatePlane
 California FIPS 1405 Feet
 Source: City of Oakland & Ventura County

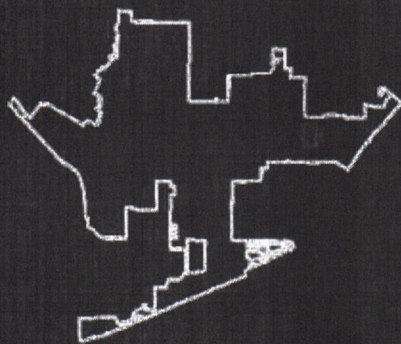


Item K.2

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 58 (Westwind)



TREES

DISTRICT BOUNDARY

CITY BOUNDARY



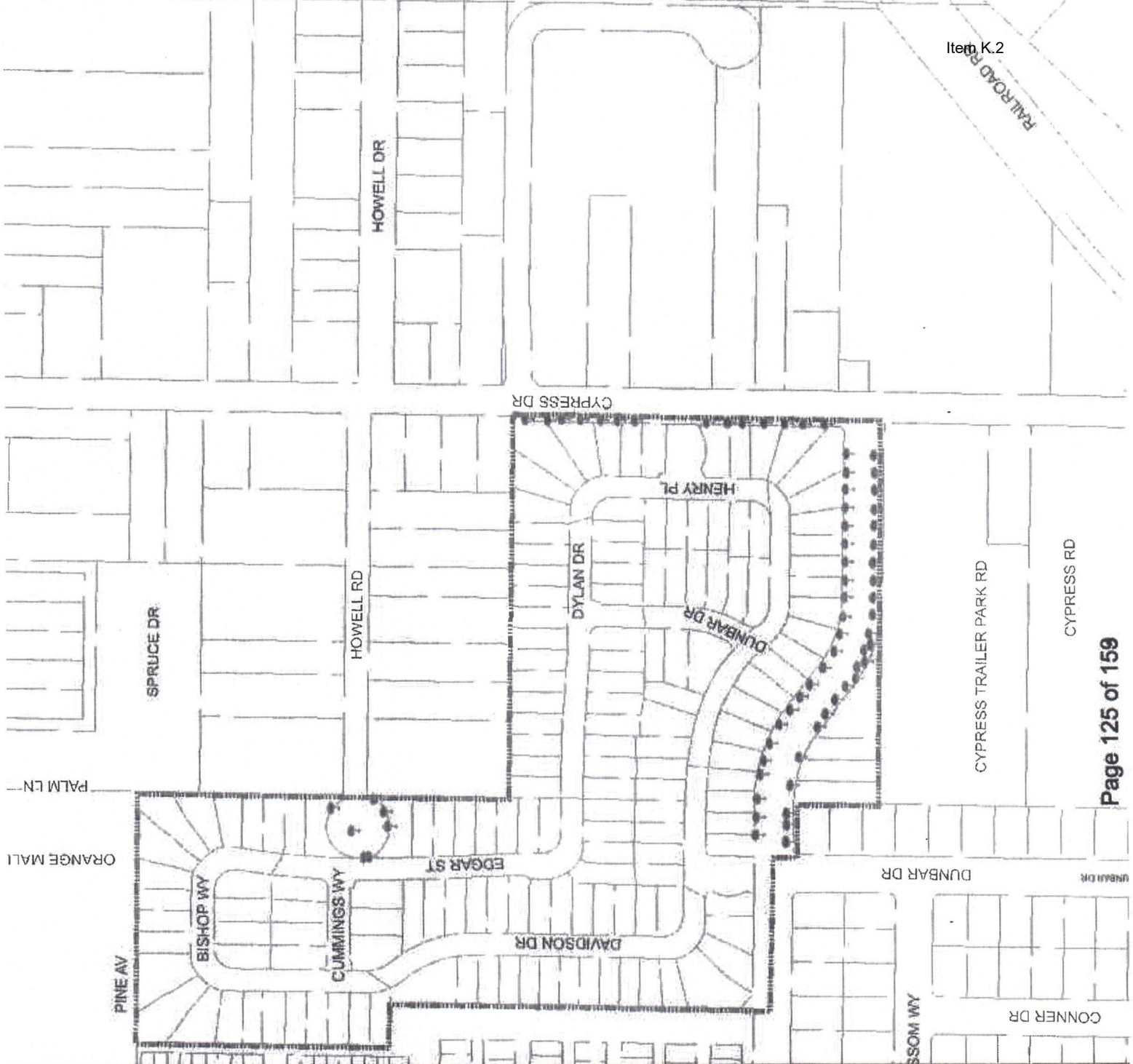
0 240 480 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 6405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS January 2017

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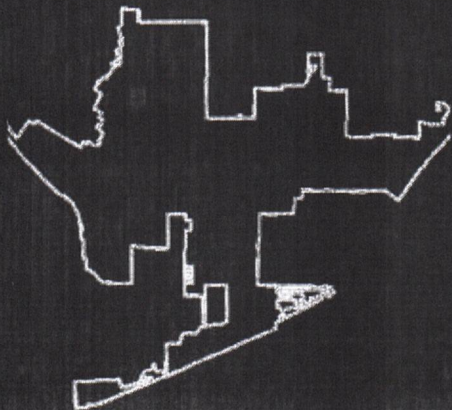


Item K.2

CITY OF OXNARD

Maintenance Cost Responsibility

LMD No. 60 (Artisan)



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



325 Feet

Coordinate System: NAD 1983 StatePlane California
FIPS 5003 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS January 2017 Page 1 of 2

VINCA WY

IMPATIENS DR

Page 126 of 159

FLORALN

E GONZALES RD

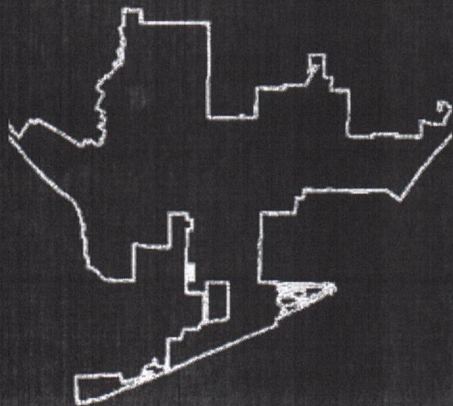
WILLIAMS DR

WANKEL WY

CITY OF OXNARD

Maintenance Cost Responsibility

LMD No. 60 (Amended)



TREES



DISTRICT BOUNDARY

CITY BOUNDARY



0 102.5 205 Feet

Coordinate System: NAD 1983 StatePlane California
FIPS 9405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS January 2017

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Item K.2

E GONZALES RD

WILLIAMS DR

WANKEL WY

IMPATIENS DR

VINCA WY

FLORAL LN

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: Tenley GarciaContractor's Name: Garcia's Landscaping Maintenance Inc.Address: 2101 Hughes DriveCity: Oxnard State: CA. Zip Code: 93033Contact Person: Tenley Garcia Phone: 805-479-0168Email: 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 <u>9-15-2020</u>	#03 <u>9-15-2020</u>	#05 <u>9-15-2020</u>
#02 <u>9-15-2020</u>	#04 <u>9-15-2020</u>	#06 <u>9-15-2020</u>

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 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**

Item K.2

CURRENT ASSESSMENT DISTRICT BOUNDRIES/AUTHORIZED IMPROVEMENTS

Location	MONTHLY SERVICE LEVELS Bid Monthly Rate					Total of All Service Levels Proposal ²
	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	
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	\$ 11,520
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 – Pfeiler	\$ 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 Services³						Item K.2
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)

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

²The 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.

³Additional 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**

Item K.2

FUTURE PROPOSED ASSESSMENT DISTRICT BOUNDRIES/AUTHORIZED IMPROVEMENTS

Location	MONTHLY SERVICE LEVELS Bid Monthly Rate					Total of All Service Levels Proposal ²
	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	
LMD 3 – Riverridge	\$20,500 -	\$15,400 -	\$11,550 -	\$8,660 -	\$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 – Pfeiler	\$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 Services³						Item K.2
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)
- 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)

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

²The 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.

³Additional 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

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.



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**

Item K.2

CURRENT & FUTURE PROPOSED ASSESSMENT DISTRICT BOUNDRIES/AUTHORIZED IMPROVEMENTS

Location	MONTHLY SERVICE LEVELS Bid Monthly Rate					Total of All Service Levels Proposal ²
	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	
LMD 47 – Sycamore (Current)	\$ 1900.	\$ 1430.	\$ 950.	\$ 760.	\$ 610.	\$ 5,650.
LMD 47 – Sycamore Place (Future)	\$ 2,280.	\$ 1,716.	\$ 1,140.	\$ 912.	\$ 732.	\$ 6,780.

All 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)

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

²The 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.

³Additional 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



City of Oxnard Special Districts Bid SD21-04

TENLEY GARCIA <tenley@garciasbiz.com>
To: "Cooper, Jeri" <jeri.cooper@oxnard.org>
Cc: Adam Smith <adam.smith@oxnard.org>

Thu, Nov 19, 2020 at 10:02 AM

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://civmicmic.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

Item K.2

Tenley Garcia
Garcias Landscaping Maintenance Inc.

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

Thank you.

Tenley Garcia
Garcias Landscaping Maintenance Inc.

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 <garciabiz@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



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



Adam Smith, MPA | Project Manager
City Manager's Office
300 W. Third St

Fourth Floor
Oxnard, CA 93030
805.385.3918

Item K.2



Adam Smith, MPA | Project Manager
City Manager's Office
300 W. Third St
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 and CG 2037).**

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

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

expenses.

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

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 \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 - OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE							
PRODUCER		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)						
Telephone: NAMED INSURED	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits								
TYPE OF INSURANCE ☐ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS Underwriter's representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____							
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 2px;"> LIABILITY LIMITS IN THOUSANDS \$ </th> </tr> <tr> <th style="width: 50%; text-align: center; padding: 2px;"> EACH OCCURRENCE </th> <th style="width: 50%; text-align: center; padding: 2px;"> AGGREGATE </th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </tbody> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:									
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.									
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 - OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____							

Rev. 11/20

INS-D.d

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
PRODUCER		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
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 received 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

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 to Various 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

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 - IMD 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 _____

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

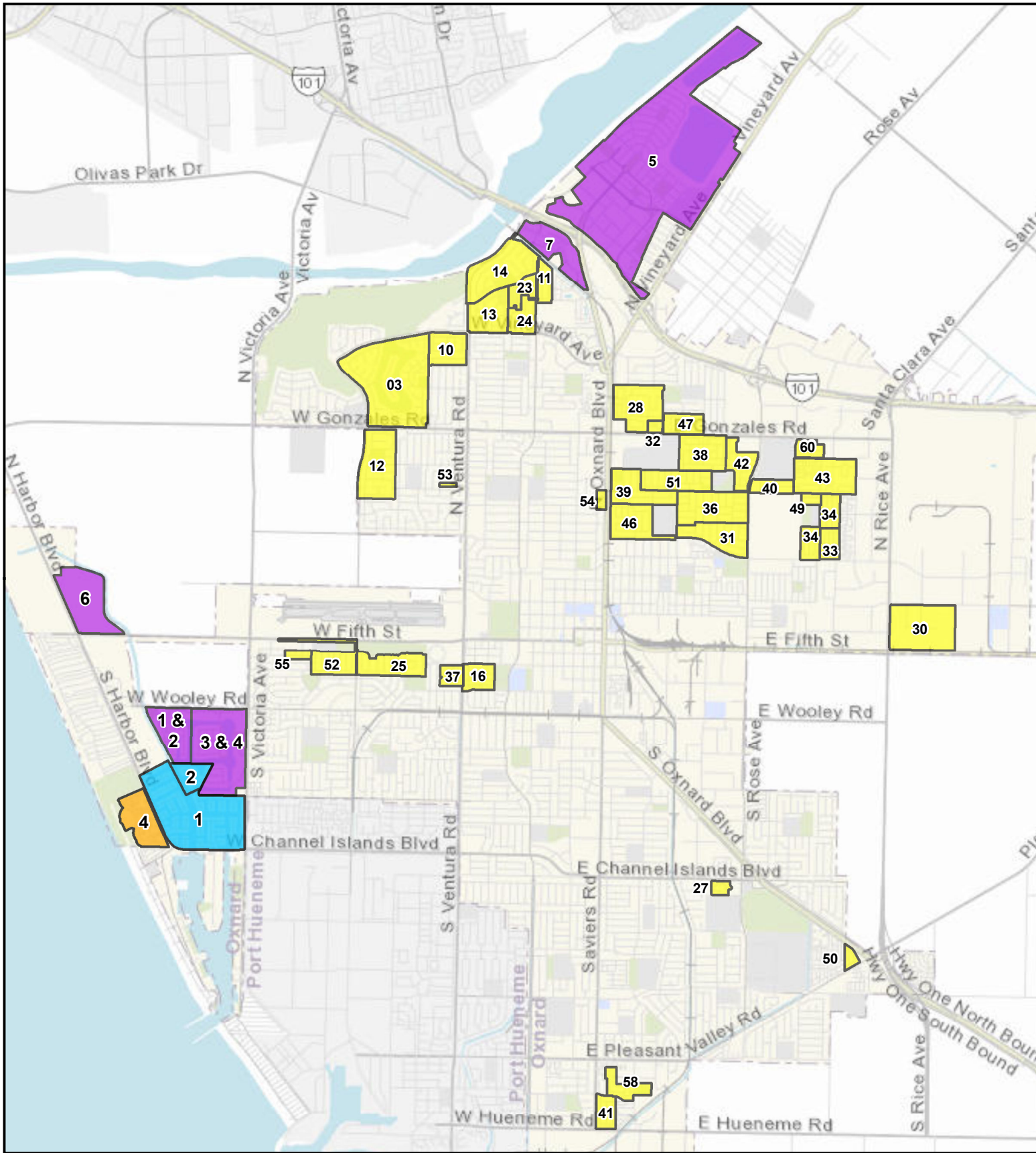
**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 5**

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

Item K.2



- Maintenance Assessment District (District No.)
- Community Facilities District (District No.)
- Waterway Assessment District (Zone No.)
- Landscape Maintenance District (District No.)

CITY OF OXNARD – SPECIAL DISTRICTS

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

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

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

MAINTENANCE ASSESSMENT DISTRICT
4- Mandalay Beach/Colony

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



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: January 5, 2021

TO: City Council

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

SUBJECT: Agreement with UniFirst Corporation for Rental, Purchase, and Laundry Services for City Uniforms.

RECOMMENDATION

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. (Public Works and Transportation Committee approved 3-0)

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. Funding from various accounts of other PW divisions will be approved based on available budget via requests to encumber funds. 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	621-6205-843.81-13	\$ 8,250	\$ 20,200	\$ 20,200	\$ 11,750	\$ 60,400

System Maint-Enterprise						Item K.3
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.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 8, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

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

**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:

10244 Norris Avenue
Pacoima, CA 91331

Attn: Victor Sosa, District Service Manager

FOR CITY:

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93030

Attn: Brian Yanez, Assistant Public Works Director

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

victor_sosa@unifirst.com

CITY'S PROJECT MANAGER:

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]

Agreement No. A-8263

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

UNIFIRST CORPORATION

☒ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

ATTEST:

David DiFillipo 12-8-2020
 David DiFillipo,² Date
 Senior Vice President

William Mattson 12/8/2020
 William Matson, Date
 Regional Vice President

 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

for 12-1-20
 Stephen M. Fischer, City Date
 Attorney (always required)

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.

Page 9 of 9

Agreement No. A-8263

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**UNIFIRST CORPORATION**

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

David DiFillipo,² _____ Date _____
 Senior Vice President

William Matson, _____ Date _____
 Regional Vice President

ATTEST:

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

APPROVED AS TO FORM:

 for 12-1-20
 Stephen M. Fischer, City _____ Date _____
 Attorney (always required)

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.

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- 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 : 4695	Ref : 0000020e-20120602-044933	Width : 101.52	
Customer : Unspecified		Height : 39.00	

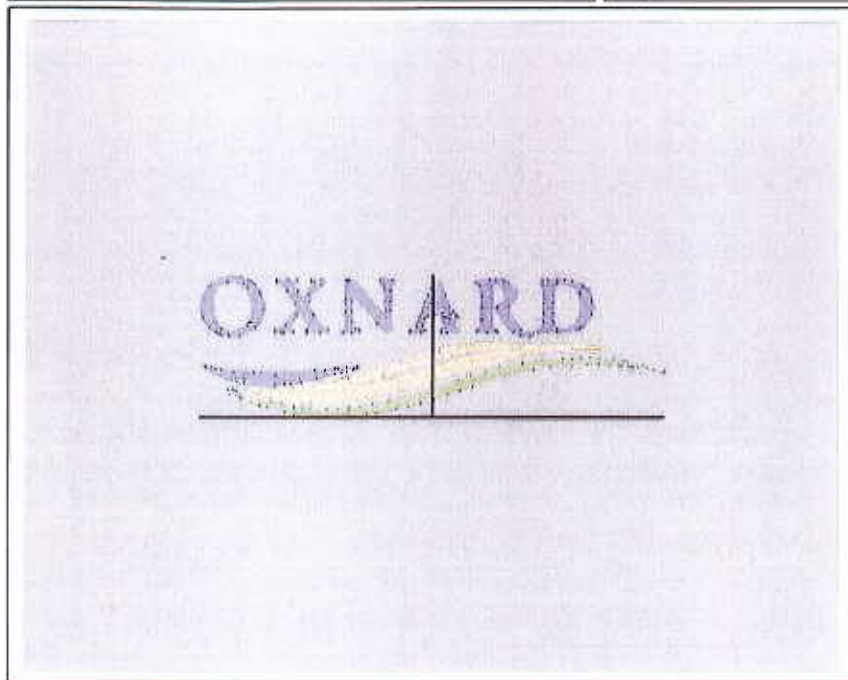


Threads Used	Colour Sequence
■ (1) 1767 Dollar Blue	1 ■
■ (2) 1771 Mustard	2 ■
■ (3) 1701 Green	3 ■
	1 ■

Description / Special Instructions :
 ORANGE KNIT

Beanie Embroidery:

%CoName%		
Date : 03/12/12	Name : 125/324	Scale : 1.000 : 1.0
Stitches : 3881	Ref : 0000020a-20120802-044933	Width : 101.2 mm
Customer : Unspecified		Height : 50.6 mm



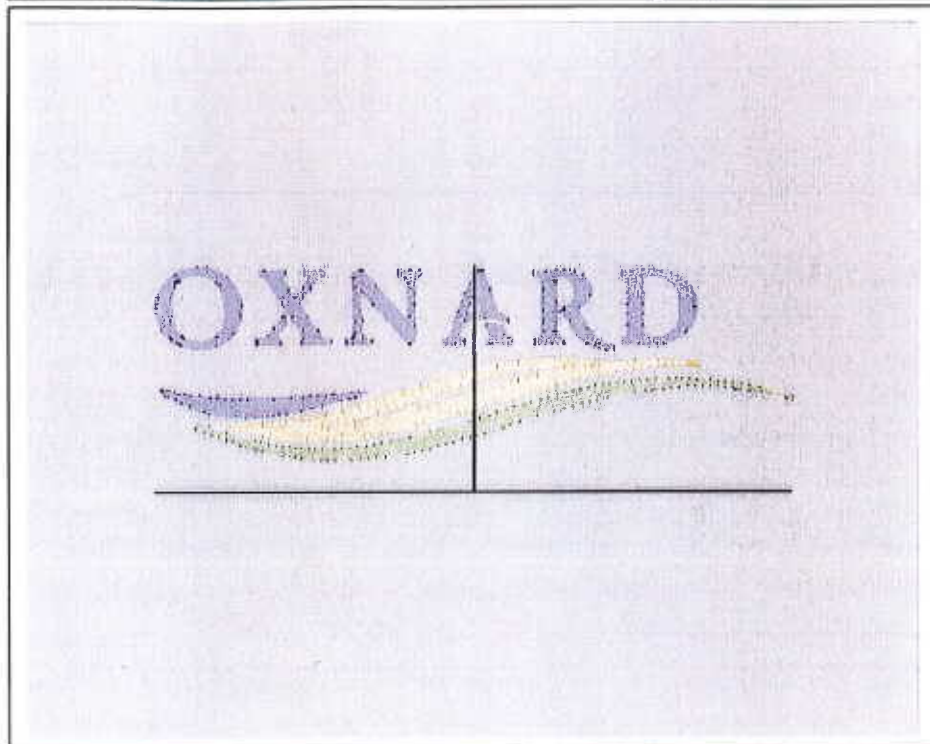
Threads Used	Colour Sequence
■ (1) 1771 Mustard	1 ■
■ (2) 1701 Green	2 ■
■ (3) 1767 Dollar Blue	3 ■

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)

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 ☒ No ☐	Yes ☒ 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 ☒ No ☐	Yes ☒ 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 ☒ No ☐	Yes ☒ 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 ☒ No ☐	Yes ☒ 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 ☒ No ☐	Yes ☒ 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 ☒ No ☐	Yes ☒ 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 repellent 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 ☒ No ☐	Yes ☒ 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 ☒ No ☐	Yes ☒ 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 ☒ No ☐	Yes ☒ 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 ☒ No ☐	Yes ☒ 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 ☒ No ☐	Yes ☒ 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 ☒ No ☐	Yes ☒ 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 ☒ No ☐	Yes ☒ 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 ☒ No ☐	Yes ☒ 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 ☒ No ☐	Yes ☒ 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 ☒ No ☐	Yes ☒ 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 and CG 2037).**

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

INS-1 doc

[illegible]

City of Oxnard
Purchasing Department

Solicitation #PW 21-01
Bid Close Date: 09/25/2020 at 2:00 pm PT



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
Purchasing Department

Solicitation #PW 21-01
Bid Close Date: 09/25/2020 at 2:00 pm PT

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-rfq/> for Bidding Opportunities on a regular basis for a listing of current bid solicitations.

City of Oxnard
Purchasing Department

Solicitation #PW 21-01
Bid Close Date: 09/25/2020 at 2:00 pm PT

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.

City of Oxnard
Purchasing Department

Solicitation #PW 21-01
Bid Close Date: 09/25/2020 at 2:00 pm PT

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.).

<i>BIDDER'S RESPONSE:</i> UniFirst Corporation

City of Oxnard
Purchasing Department

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Bid Close Date: 09/25/2020 at 2:00 pm PT

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

City of Oxnard
Purchasing Department

Solicitation #PW 21-01
Bid Close Date: 09/25/2020 at 2:00 pm PT

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 of Oxnard
Purchasing Department

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Bid Close Date: 09/25/2020 at 2:00 pm PT

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 RESPONSIBILITIES

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

City of Oxnard
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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.

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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).

City of Oxnard
Purchasing Department

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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.

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Purchasing Department

Solicitation #PW 21-01
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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.

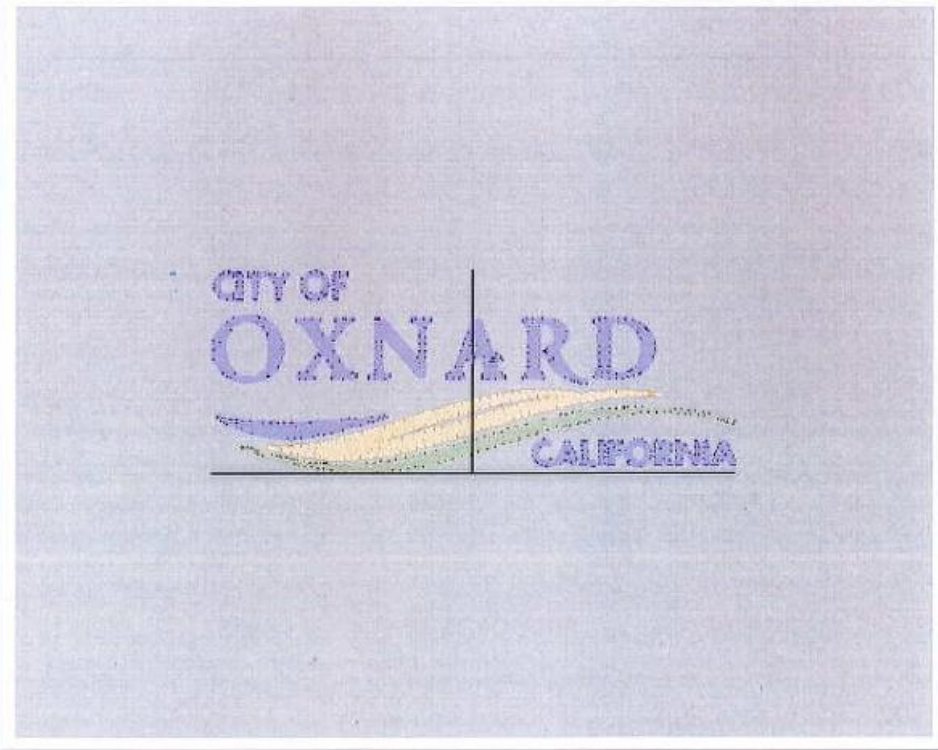
City of Oxnard
Purchasing Department

Solicitation #PW 21-01
Bid Close Date: 09/25/2020 at 2:00 pm PT

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 :

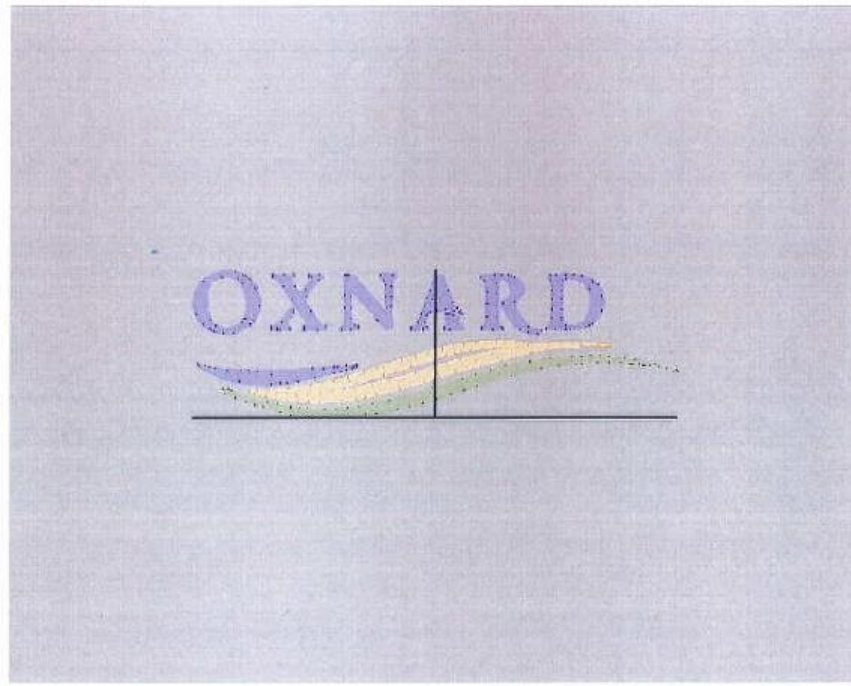
ORANGE KNIT

City of Oxnard
Purchasing Department

Solicitation #PW 21-01
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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 :

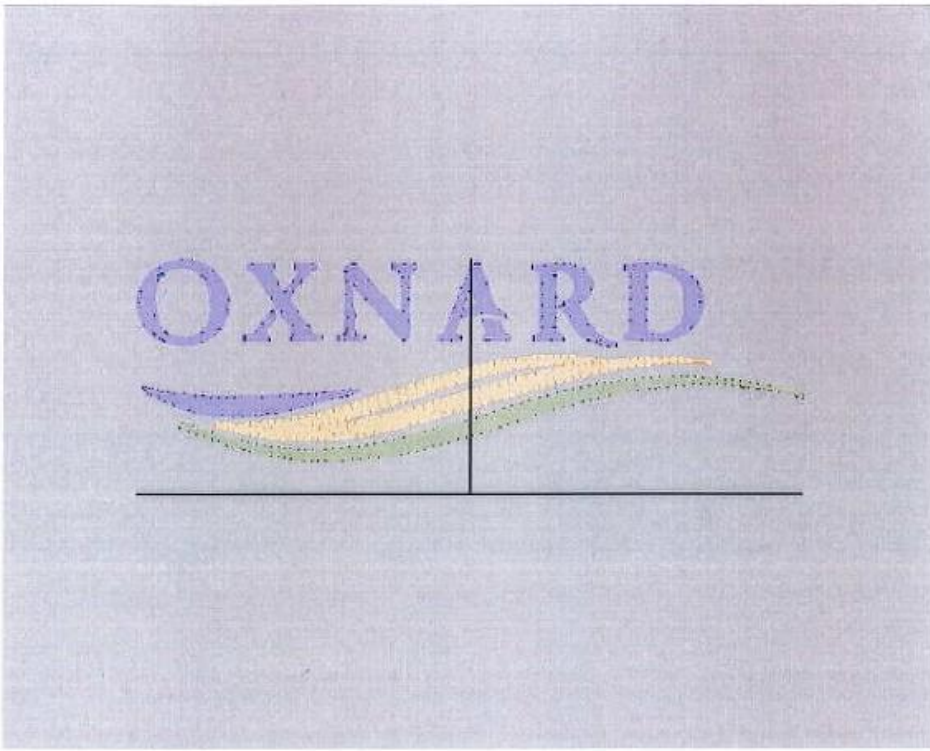
KNIT HAT FRONT (BLACK)

City of Oxnard
Purchasing Department

Solicitation #PW 21-01
Bid Close Date: 09/25/2020 at 2:00 pm PT

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 of Oxnard
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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.

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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.

City of Oxnard
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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.

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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 ☒ No ☐	Yes ☒ 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

City of Oxnard
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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 ☐ No ☐	Yes ☐ 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

City of Oxnard
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Solicitation #PW 21-01
Bid Close Date: 09/25/2020 at 2:00 pm PT

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 ☒ No ☐	Yes ☒ 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

City of Oxnard
Purchasing Department

Solicitation #PW 21-01
Bid Close Date: 09/25/2020 at 2:00 pm PT

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 ☒ No ☐	Yes ☒ 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

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Solicitation #PW 21-01
Bid Close Date: 09/25/2020 at 2:00 pm PT

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 ☐ No ☐	Yes ☐ 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

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Solicitation #PW 21-01
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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 ☒ No ☐	Yes ☒ 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

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Solicitation #PW 21-01
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Item No.	13	14
Item	Structured Flexfit Cap	Reflective Jackets
Material	Cotton	65% polyester, 35% cotton
Weight	N/A	N/A
Style/Specifications	Soil repellent 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 ☒ No ☐	Yes ☒ 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

City of Oxnard
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Solicitation #PW 21-01
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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 ☒ No ☐	Yes ☒ 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

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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

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Solicitation #PW 21-01
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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? 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 ☒ No ☐	Yes ☒ 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

City of Oxnard
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Solicitation #PW 21-01
Bid Close Date: 09/25/2020 at 2:00 pm PT

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? 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 ☒ No ☐	Yes ☒ 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

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Solicitation #PW 21-01
Bid Close Date: 09/25/2020 at 2:00 pm PT

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 ☐ No ☐	Yes ☐ 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

City of Oxnard
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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 ☐ No ☐	Yes ☐ 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

City of Oxnard
Purchasing Department

Solicitation #PW 21-01
Bid Close Date: 09/25/2020 at 2:00 pm PT

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 ☐ No ☐	Yes ☐ 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

City of Oxnard
Purchasing Department

Solicitation #PW 21-01
Bid Close Date: 09/25/2020 at 2:00 pm PT

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 ☒ No ☐	Yes ☒ 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

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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 ☐ No ☐	Yes ☐ 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

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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
--

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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."

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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

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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

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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:

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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

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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 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). 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

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Ordinance No. 28522

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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

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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.

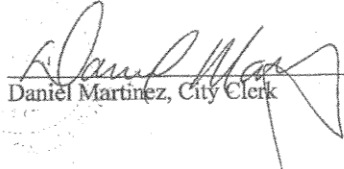
AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

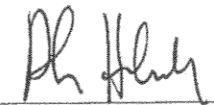
ABSENT: Mayor Pro Tem Pinkard.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

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Purchasing Department

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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				8			
Lined Service Jackets	Aramark	Unifirst	Mission Linen	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 Stripping	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



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.1

DATE: January 5, 2021

TO: City Council

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: Adoption of City Council's Risk Assessment Responsibilities Policy. (10/10/5)

RECOMMENDATION

That the City Council:

1. Receive a presentation on a City Council's Risk Assessment Responsibilities Policy; and
 2. Adopt a resolution adopting Risk Assessment Responsibilities Policy to define the City's risk tolerance and overseeing how the organization manages and responds to risks.
- (Finance and Governance Committee approved 3-0)

BACKGROUND

The City Council understands the importance of ensuring that risk assessments are performed to serve as a basis for adapting the Internal Control - Integrated Framework to changing conditions. The City Council policies define its control responsibilities, including appointment of independent auditors, and implementation of improvements in the internal support and governance functions.

DISCUSSION

There are nine recommended policies associated with the Internal Control - Integrated Framework (ICIF). Each policy is associated with one of the five Committee of Sponsoring Organizations of the Treadway Commission (COSO) components. On September 1, 2020, the City Council adopted the ICIF and the first four implementing policies under the COSO Control Environment:

- 1) FPOL 1.01 Adoption of Internal Control - Integrated Framework
- 2) FPOL 1.02 Adoption of Internal Control Oversight Responsibilities
- 3) FPOL 1.03 Finance and Governance Committee Duties and Responsibilities
- 4) FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives

The policies are being implemented in stages utilizing the framework components. The next COSO component is Risk Assessment. Staff recommends adoption of Finance Policy FPOL 1.05 City Council's Risk Assessment Responsibilities. This policy defines the City Council's responsibilities related to defining the City's risk tolerance and overseeing how the organization manages and responds to risks. The next step in the risk assessment process will be to engage a consulting firm to perform a comprehensive risk assessment for the City. An RFP process will be conducted in the spring of 2021 to select the firm.

A risk assessment includes risk identification, risk assessment analysis, and other risk mitigation approaches. Risk

identification examines a wide variety of factors such as the City's vulnerability to extreme events, revenue source stability, expenditure volatility, leverage, liquidity, other funds dependency, growth, and high priority capital projects that do not have a funding source. Risk assessment analysis determines the City's vulnerability to such factors, as well as past experience. Risk mitigation approaches examine what options the City has to avoid, reduce, or transfer risk. A final risk score and/or rating, based on established risk criteria for cities of similar population and services, will be determined, as well as recommendations to avoid, reduce, or transfer risk.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Objective 1c. Develop written procedures to address Internal Control recommendations from Auditor.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

Goal 3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.

Objective 3a. Develop a training program that focuses on strengthening the effectiveness of supervisory/ management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures. services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

There is no financial impact until FY 2021-22, when the Proposed Budget will recommend a one-time appropriation to pay for a contract with the selected risk assessment consulting firm. Staff estimates the cost to be less than one hundred thousand dollars.

COMMITTEE OUTCOME

The Finance and Governance Committee (F&GC) approved 3-0 on December 8, 2020 to approve the staff recommendation and to forward the item for City Council approval. The Committee provided feedback to add an explicit frequency (annually) for management to apprise City Council of the most significant risks, and to report on management's response to those risks. The Committee also encouraged staff to integrate risk assessment with the annual budget process, to the extent feasible.

Prepared by: Christine Williams, Senior Manager, Internal Controls

ATTACHMENTS

1. Resolution establishing City Council's Risk Assessment Responsibilities
2. FPOL 1.05 City Council's Risk Assessment Responsibilities
3. PowerPoint Presentation on City Council' Risk Assessment Responsibilities Policy

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING RISK ASSESSMENT RESPONSIBILITIES POLICY

WHEREAS, in furtherance of the City Council's Organizational Effectiveness Strategic Goal, City staff recommends adopting policies associated with the Internal Control - Integrated Framework (ICIF) relating to the five Committee of Sponsoring Organizations of the Treadway Commission (COSO) components;

WHEREAS, the COSO ICIF risk assessment component includes risk identification, risk assessment analysis, and other risk mitigation approaches, which address such issues as examining a wide variety of factors such as the City's vulnerability to extreme events, revenue source stability, expenditure volatility, leverage, liquidity, other funds dependency, growth, and high priority capital projects that do not have a funding source in order to determine the City's vulnerability to such factors, as well as past experience, in order to examine risk mitigation approaches and options the City has to avoid, reduce, or transfer risk.

WHEREAS, the recommended Risk Assessment Responsibilities Policy includes City Council review of the City organization's risk exposures and establishing the City Council's tolerance for risk by considering the cumulative impact of identified risks in relation to the City organization's risk tolerance, as well as keeping the City Council apprised of the most significant risks and ascertaining whether management is responding appropriately; and

WHEREAS, recommended delegation of responsibilities includes assigning the Finance and Governance Committee to work with the Internal Auditor to identify and evaluate risk factors for fraud and oversee the City Manager's response to such issues.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to adopt the Risk Assessment Responsibilities Policy (FPOL 1.05 City Council's Risk Assessment Responsibilities) attached hereto as Exhibit A.

PASSED AND ADOPTED on this _____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A

FPOL 1.05 City Council's Risk Assessment Responsibilities

		City of Oxnard Finance Policy	
TITLE City Council's Risk Assessment Responsibilities			PAGE 1 of 2
NUMBER FPOL 1.05	VERSION 1.0	DOCUMENT OWNER Christine Williams	EFFECTIVE DATE 1/5/2021
PROCEDURE OWNER Christine Williams	TITLE Sr. Mgr, Internal Controls	(Signature)	DATE 9/10/2020

1.0 POLICY STATEMENT

The City Council shall:

- a. Review the City's risk tolerance and philosophy on a regular basis;
- b. Ensure that the City's strategic goals and decisions are in alignment with the organization's risk tolerance and philosophy;
- c. Review the organization's risk exposures and define the Council's tolerance for risk by considering the cumulative impact of identified risks in relation to the organization's risk tolerance;
- d. Stay apprised annually of the most significant risks and ascertain whether management is responding appropriately; and
- e. Assign the Finance and Governance Committee (F&GC) to work with the Internal Auditor to identify and evaluate risk factors for fraud and oversee the City Manager's response to such issues.

2.0 SCOPE

This policy covers all of the City of Oxnard's internal control activities as they relate to the City Council's Risk Assessment responsibilities.

3.0 BACKGROUND

- 3.1.1. The City Council understands the importance of ensuring that risk assessments are performed to serve as a basis for adapting the internal control framework to changing conditions. The City Council policies define its control responsibilities, including appointment of independent auditors, and oversight of improvements in the internal support and governance functions.

4.0 DEFINITIONS

Term	Definition
Internal Control – Integrated Framework	A system of internal control designed to address three main categories of internal control objectives which are 1. Operations 2. Reporting and 3. Compliance
Risk Assessment	A systematic process of evaluating the potential risks that may

		City of Oxnard Finance Policy	
TITLE		PAGE	
City Council's Risk Assessment Responsibilities		2 of 2	
NUMBER	VERSION	DOCUMENT OWNER	EFFECTIVE DATE
FPOL 1.05	1.0	Christine Williams	1/5/2021

	be involved in a projected activity or undertaking at all levels.
Risk Tolerance	The maximum risk that an organization is willing to accept regarding each relevant risk.
Risk Exposure	The measure of potential future loss resulting from a specific activity or event.
Strategic Goals	Financial and non-financial objectives and desired results for a specific period of time.

5.0 ROLES AND RESPONSIBILITIES

Role	Responsibility
City Council	Exercise its oversight duties, working with the City Manager, City Attorney and other officials, to review the City's risk tolerance and philosophy on a regular basis.
Finance and Governance Committee (audit committee)	As defined in FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities as it relates to the Finance and Governance Committee's risk assessment responsibilities.

CITY OF OXNARD REFERENCES

FPOL 1.01 Adoption of Internal Control – Integrated Framework
FPOL 1.02 Adoption of Internal Control Oversight Responsibilities
FPOL 1.03 Internal Control – Finance and Governance Committee Duties and Responsibilities
FPOL 1.04 Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives

6.0 DOCUMENT HISTORY

Version	Summary of Changes	Reason for Changes
1.0	New policy	New policy

Internal Control – Integrated Framework City Council’s Risk Assessment Responsibilities

Presentation to City Council

Donna Ventura, Assistant Chief Financial Officer

January 5, 2021



RECOMMENDATION

2

That the City Council:

1. Receive a presentation on a City Council’s Risk Assessment Responsibilities Policy; and
2. Adopt a resolution adopting Risk Assessment Responsibilities Policy to define the City’s risk tolerance and overseeing how the organization manages and responds to risks.
(Finance and Governance Committee approved 3-0)

- Policies Associated with the Internal Control - Integrated Framework (ICIF)
- Adoption of a Risk Assessment Responsibilities Policy
- Questions

POLICIES ASSOCIATED WITH THE INTERNAL CONTROL - INTEGRATED FRAMEWORK (ICIF)

4

COSO Category	City Council Policies
A. Control Environment Adopted 9/1/20 Previously in place	1. Adoption of Internal Control – Integrated Framework 2. Adoption of Internal Control Oversight Responsibilities 3. Finance and Governance Committee Duties and Responsibilities 4. Assignment of Authority and Responsibility for Achieving Operational, Reporting and Compliance Objectives 5. Performance Evaluations of City Manager and City Attorney
B. Risk Assessment	6. City Council's Risk Assessment Responsibilities
C. Control Activities	7. Development and Implementation of Internal Controls
D. Information and Communication	8. Commitment to Transparent and Complete Information and Communication
E. Monitoring Activities	9. Creation of a Monitoring System

- Review City's risk tolerance and philosophy regularly
- Ensure goals and decisions are aligned with risk tolerance
- Review City's risk exposures, considering cumulative impact of identified risks
- Stay apprised of significant risks and management's response
- Evaluate risk factors for fraud and oversee City Manager's response

ICIF NEXT STEPS

6

Time Line	Task
Spring 2021	RFP process to engage consulting firm to perform a comprehensive risk assessment
Remainder of 2021	Bring last 3 ICIF policies to F&GC and City Council (Control Activities, Information and Communication, and Monitoring Activities)

That the City Council:

1. Receive a presentation on a City Council's Risk Assessment Responsibilities Policy; and
2. Adopt a resolution adopting Risk Assessment Responsibilities Policy to define the City's risk tolerance and overseeing how the organization manages and responds to risks.

(Finance and Governance Committee approved 3-0)



QUESTIONS



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.2

DATE: January 5, 2021

TO: City Council

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: Amendment to the Existing City Debt Policies. (5/5/5)

RECOMMENDATION

That the City Council:

1. Receive a presentation on an amendment to the existing City Debt Policies; and
 2. Adopt a resolution amending the existing City's Debt Policies in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements and ensuring debt compliance.
- (Finance and Governance Committee approved 3-0)

BACKGROUND

Annually, the City Council adopts the Financial Management Policies, which include the City's Debt Policies, in conjunction with the adoption of the Budget. The Debt Policies set forth requirements for when and how debt financing may be used.

DISCUSSION

As part of the City's efforts to remediate prior audit findings, staff recommends that the City Council adopt an amendment to the existing City Debt Policies in Resolution No. 15,359 from June 30, 2020. This amendment adds provisions to address bond continuing disclosure and compliance requirements.

In addition to financial disclosure and arbitrage compliance, once bonds or other debt obligations are issued, the City is responsible for verifying compliance with all undertakings, covenants, and agreements of each bond issuance or debt instrument on an ongoing basis. The proposed language details the City's responsibilities for ensuring debt compliance.

The proposed amended Debt Policies are set forth in Section 1 of the attached resolution, with the Continuing Disclosure and Compliance policy provisions set forth in subparagraph D.

In addition to the amendment of this policy, the City, with assistance from its municipal advisor, NHA Advisors, has developed a master listing of all debt obligations and their primary covenants to facilitate compliance monitoring.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Objective 1c. Develop written procedures to address Internal Control recommendations from Auditor.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

Goal 3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.

Objective 3a. Develop a training program that focuses on strengthening the effectiveness of supervisory/management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures. services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

There is no direct financial impact from amending the City's Debt Policies.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on November 24, 2020, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Christine Williams, Senior Manager, Internal Controls

ATTACHMENTS

1. Resolution Amending Debt Policies
2. CC Resolution No. 15,359
3. Presentation on Amendment to Existing City Debt Policies in Resolution No. 15,359

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING THE DEBT POLICY SET FORTH IN RESOLUTION NO. 15,359
ESTABLISHING FINANCIAL MANAGEMENT POLICIES**

WHEREAS, On June 30, 2020, the City Council adopted Resolution No. 15,359 establishing Financial Management Policies to be followed in the development and implementation of the City budget;

WHEREAS, the CFO has recommended revisions to the Debt Policies set forth in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements, and ensuring debt compliance.

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

1. Section VII of Resolution No. 15,359 is hereby amended to read as follows:

“VII. DEBT POLICIES

A. Use of Debt

1. Any use of tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations.

B. Conditions of Use

1. The City Council will use long term debt to finance a land purchase, major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.
2. Benefits can include, but are not limited to, the following:
 - a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.
 - b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.
 - c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.
 - d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.

3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the term of the debt.
4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.
5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

1. City staff will retain bond counsel, disclosure counsel, special counsel (to protect the City's interests in complex negotiations and document review), a municipal advisor (to assist the City in assessing financing opportunities and options, selection of underwriters, preparation of all required financing documents and other financial advisory assistance as required) and underwriters in accordance with the City's purchasing ordinance. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).
2. The City Council's preference is to issue fixed rate, long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.
3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.
4. The City Council's bond rating objective for the City for all debt issues is a Standard & Poor's rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

D. Continuing Disclosure and Compliance

1. In addition to financial disclosure and arbitrage compliance, once bonds or other obligations are issued, the City is responsible for verifying compliance with all undertakings, covenants, and agreements of each bond issuance on an ongoing basis. This typically includes ensuring:
 - a. Annual appropriation of revenues to meet debt service payments
 - b. Taxes/fees are levied and collected where applicable
 - c. Timely transfer of debt service/rental payments to the trustee or paying agent
 - d. Compliance with insurance requirements

Resolution No.

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- e. Compliance with rate covenants where applicable
 - f. Recordkeeping and continued public use of financed asset
 - g. Compliance with tax covenants including the timely spend-down of project fund proceeds
 - h. Compliance with all other bond covenants
2. Finance Department staff will coordinate verification of covenant compliance and will work with all other responsible departments to monitor compliance with the aforementioned compliance requirements. Certain obligations and requirements will be managed by third-party consultants who will report directly to the Chief Financial Officer.”
2. Except as otherwise amended herein, Resolution No. 15,359 remains in full force and effect.

PASSED AND ADOPTED on this 5th day of January, 2021, by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,359

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING FINANCIAL MANAGEMENT POLICIES**

WHEREAS, the City Council wishes to establish financial management policies to be followed in the development and implementation of the City budget.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the following policies will guide the development and implementation of the City's Operating and Capital Improvement Project Budgets.

I. BUDGET POLICIES

A. Budget Guidelines

- 1) The City Manager will prepare a multi-year revenue and expenditure forecast, which will provide parameters for the budget development process.
- 2) The budget process will include the development of a balanced two-year budget when financial circumstances are appropriate for a two-year budget. Any two-year budget will include an approach that City Council approves appropriations for a one-year operating budget and capital improvement plan.
- 3) The budget will be organized in a department/service level format.
- 4) The budget development process will include the identification and evaluation of policy options for service levels. However, the adopted budget will include only those policy options approved by City Council.

B. Appropriation Priorities

1. In evaluating the level of appropriations for department enhancements, or expense reductions, staff will apply the following principles in the priority order given:
 - a. Essential services that provide for the health, safety and welfare of residents.
 - b. Contractual obligations to bondholders and other debts.
 - c. Adequate ongoing maintenance of facilities and equipment.
 - d. All other services.
2. When reductions in personnel are necessary to reduce expenditures, to the greatest extent possible this will be accomplished through normal attrition.

Resolution No. 15,359

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C. Supplemental Services

The City Council may budget for certain services that may also be provided by other governmental agencies or the private sector. The provision of these services will be based on a demonstrated community need or benefit over time. When appropriate, these services will be supported in whole or in part by user fees.

D. Appropriation Changes

1. Changes to the City Council adopted budget for the fiscal year shall occur as follows:
2. By City Council action for all changes that either increase or decrease fund appropriations adopted in the annual budget appropriation resolution.
3. By the City Manager for appropriation transfers between departments within a fund.
4. By the Department Director for appropriation transfers between programs within the same fund, as long as funding is available in the department as a whole.

II. CAPITAL IMPROVEMENT PROGRAM POLICIES

A. Capital Planning Period

1. Staff will budget all capital improvements in accordance with an adopted Capital Improvement Program (CIP).
2. The City's long-range capital planning period will be a minimum of five years, or longer where appropriate.
3. The Five-Year Capital Improvement Program will be reviewed and approved by City Council during each budget cycle, or as needed based on economic and funding outlooks. Individual projects will be postponed or canceled if their funding fails to materialize. Conversely, individual projects may be moved up on the timeline if their funding materializes sooner than anticipated. City Council will review and approve appropriations at least annually, and also as necessary during the year if funding and timelines change. Appropriation changes will be in accordance with Section I.D.
4. The CIP will be in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and citywide master plans for related infrastructure improvements.
5. Public Works staff will prepare strategic plans and master plans for major infrastructure and utility improvements with a 10- or 20-year planning horizon when appropriate.

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6. To the extent funds are available, any unused appropriations at the end of the fiscal year in active CIP projects will be carried-forward into the next fiscal year(s) until the project has been completed.
7. Any unused funds after the completion of the project, will be returned to the funding source. This should happen within 90-days of notification to the Finance department.

B. Capital Project Priorities

1. Public Works staff will evaluate and prioritize each proposed capital project against the following criteria:
 - a. Health and Safety: Projects needed to maintain or improve human health or safety.
 - b. Asset Preservation: Projects needed to maintain or protect the City's existing assets.
 - c. New or Expanded Services: Projects that create something new, like a new park, or increase the capacity of existing facilities, like larger water or sewer lines.

C. Capital Project Management by the Public Works Department

1. Capital projects will be managed in a phased approach as needed. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:
 - a. Conceptual/schematic proposal
 - b. Preliminary design and cost estimate
 - c. Engineering and final design
 - d. Bid administration
 - e. Acquisition/construction
 - f. Project closeout
2. Each capital improvement project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize payment of expenditures as required by the City's Purchasing Manual, ensure that all regulations and laws are observed, periodically report project status, track project expenditures and perform the project closeout according to current procedures.

III. REVENUE POLICIES

A. Maintenance of Revenues

1. The City Council will attempt to maintain a diversified and stable revenue base to shelter the City from short term fluctuations in any one revenue source.

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2. The City Council will promote an increase in the City's revenue base through economic development programs that maintain and enhance a vigorous local economy.
3. The City Council will seek to supplement the City's revenue base through the identification of and application for State and federal grant funds, which will support identified needs.

B. User Fees and Rates

1. The City Council will attempt to recover the costs of services providing a private benefit to users through the imposition of user fees and charges.
2. The City Council will establish all user fees and charges at a level related to the direct and indirect costs of providing services and the degree of public versus private benefit.
3. Staff will recalculate periodically the full costs of activities supported by user fees and rates to identify the impact of inflation and other cost increases.
4. The City Council will set fees and user rates for each enterprise fund (water, wastewater, environmental resources) at a level that fully supports the total direct and indirect costs of the activity.

C. Revenue Collection

1. Staff will take all cost effective actions available to collect revenues.
2. Staff will grant user fee waivers and debt forgiveness only as authorized by City Council approved policies.
3. Staff will not grant development and permit fee waivers.

D. Interest Earnings

1. Staff will assign interest earnings to the appropriate funds, where required, based on invested cash balances.
2. Investment policies will be reviewed annually by the Treasurer's Investment Review Committee and the City Council.

IV. FUND BALANCE POLICY

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance

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will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Chief Financial Officer to prepare financial reports which categorize fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

A. Procedures

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

- Non-spendable
- Restricted
- Committed
- Assigned
- Unassigned

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of non-spendable fund balance is a prepaid item. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

B. Committed Fund Balance

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as ordinance or resolution. These committed amounts cannot be used for any other purposes unless the City Council removes or changes the specified use by taking the same type of action it employed to commit those amounts. City Council action to commit fund balance should occur within the fiscal reporting period; however the amount can be determined in the subsequent period.

C. Assigned Fund Balance

1. Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance.
2. This policy hereby designates the authority to assign amounts to be used for specific purposes to the Chief Financial Officer for the purpose of reporting these amounts in the annual financial statements.

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D. Unassigned Fund Balance

These are residual positive net resources of the general fund in excess of what can be properly classified in one of the other four categories.

V. RESERVE POLICIES

- A. Adequate reserves will be maintained for all known liabilities, including payable employee leave balances, workers' compensation, and self insured retention limits.
- B. The City Council will endeavor to maintain an operating reserve equal to 12 percent (12%) of the General Fund operating budget. The operating reserve shall be available to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings.
- C. The City Council will endeavor to maintain operating reserves in the utility funds equal to 25 percent (25%) of the operating budgets.

VI. INTERFUND BORROWING POLICIES

- A. Interfund borrowing requires City Council approval.
- B. Such loans will carry a market rate of interest.
- C. Such loans may, at City Council's discretion, include interest-only payments by the borrowing fund for the first year or two.
- D. Once principal repayments begin, amortization schedules will be for level or decreasing annual debt service, not for increasing annual debt service.
- E. The borrowing fund may prepay all or a portion of the principal and interest at any time, without penalty.
- F. The lending fund may call all or part of the loan immediately at the lending fund's discretion, also without penalty.

VII. DEBT POLICIES

- A. Use of Debt
 - 1. Any use of tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations.

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B. Conditions of Use

1. The City Council will use long term debt to finance a land purchase, major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.
2. Benefits can include, but are not limited to, the following:
 - a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.
 - b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.
 - c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.
 - d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.
3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the term of the debt.
4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.
5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

1. Staff will retain the following contract advisors for the issuance of debt:
 - a. Bond Counsel - To be selected by RFP periodically.
 - b. Disclosure Counsel – To be selected by RFP periodically.
 - c. Special Counsel - To be selected by RFP periodically to protect the City's interest in complex negotiations and document review.
 - d. Municipal Advisor - To be selected by RFP periodically to assist the City in assessing financing opportunities and options, selection of underwriters,

preparation of all required financing documents, and other financial advisory assistance as required.

- e. Underwriters - To be selected periodically by RFP for negotiated financings. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).
- 2. The City Council's preference is to issue fixed rate, long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.
- 3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.
- 4. The City Council's bond rating objective for the City for all debt issues is a Standard & Poor's rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

VIII. ACCOUNTING POLICIES

A. Accounting Standards

- 1. The City's accounting systems and procedures will comply with Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB) to the extent necessary to achieve an unmodified audit opinion and adequate internal controls.
- 2. The City has adopted the historical cost method of fixed asset reporting to comply with GASB. The capitalization policy is \$5,000 or more for equipment, \$20,000 for buildings and improvements other than buildings, and \$100,000 for infrastructure.
- 3. Staff will prepare quarterly and annual financial reports to present a summary of financial performance and position for major operating funds.
- 4. Staff will provide full disclosure in the annual financial statements and bond representations.

B. Independent Auditor

- 1. The City will retain an independent certified auditing firm to annually conduct an audit of the financial records in accordance with all state and federal requirements.
- 2. The selection of the City's audit firm will be by an RFP submitted to a limited number of qualified audit firms with recognized credentials in municipal auditing.

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3. In order to promote continuity in the audit process, the engagement of the audit firm will be for a minimum period of three years. Such three-year engagement may be extended on an annual basis at the option of the City Manager.

IX. RISK MANAGEMENT POLICIES

- A. The City will maintain a risk management program for public liability, workers' compensation, and loss of property exposures. This program will emphasize the prevention and avoidance of risk, whenever possible, funding for losses which cannot be avoided, and transfer of risk to third parties whenever appropriate.
- B. The risk management process will include the systematic and continuous identification of loss perils and exposures, the analysis of these perils and exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with the City's financial resources.
- C. If the loss potential in dollars for a particular risk is substantial and cannot be absorbed within the City's annual operating budget, the staff will develop and maintain a program of purchased insurance, funded self-insurance, or debt.
- D. Staff will endeavor to promptly settle justified claims but will vigorously defend claims which are doubtful, frivolous, or unsupported.
- E. Staff will maintain separate self-insurance funds to identify and segregate the financial resources necessary to cover insurance premiums and self-insured retentions.
 1. Revenues into the insurance funds will be generated by charges to operating programs allocated to reflect loss experience.
 2. Resources will be established at the end of each year to fund liability for open claims, incurred but not reported claims, and a catastrophic loss reserve as periodically recommended by an independent actuarial consultant, or as authorized for GAAP.
 3. The Confidence Interval for all risk management reserve funds will be maintained at a minimum of 50% confidence interval.
- F. To assist in the overall administration of the risk management program, the City Council will utilize the following consultants:
 1. Claims adjuster for workers' compensation and public liability/property damage.
 2. Claims auditor, actuarial consultant, and risk management program auditor.
 3. Insurance broker of record.

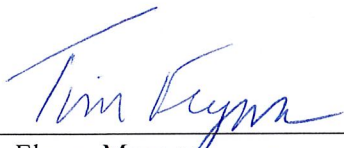
PASSED AND ADOPTED on this 30th day of June, 2020, by the following vote:

Resolution No. 15,359
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AYES: Councilmembers Basua, Flynn, Lopez, Madrigal, Perello and Ramirez.

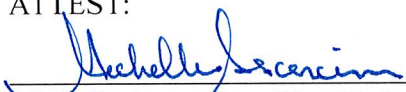
NOES: Councilman MacDonald.

ABSENT: None.



Tim Flynn, Mayor 6/30/20

ATTEST:



Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

 6/29/2020

Stephen M. Fischer, City Attorney

AMENDMENT TO THE EXISTING CITY DEBT POLICIES

Presentation to City Council

Kevin Riper, Chief Financial Officer

January 5, 2021



RECOMMENDATION

2

That the City Council:

1. Receive a presentation on an amendment to the existing City Debt Policies; and
2. Adopt a resolution amending the existing City's Debt Policies in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements and ensuring debt compliance.
(Finance and Governance Committee approved 3-0)

- Audit Finding (last remaining material weakness)
 - Amendment to Debt Policies
 - Monitoring Compliance with Debt Covenants
- Questions

AUDIT FINDING

4

- Audit Finding 2015-091 – Long Term Debt
(This is a material weakness finding)
Compliance with debt covenants particularly rate covenants in the water and wastewater funds were not determined and reviewed in a timely manner.

- Annual appropriation of revenues
- Taxes/fees are levied and collected
- Timely payment of debt service/rental payments to trustee
- Compliance with insurance requirements
- Compliance with rate covenants
- Recordkeeping and use of financed asset
- Compliance with tax covenants and timely drawdowns
- Compliance with all other bond covenants

MONITORING COMPLIANCE WITH DEBT COVENANTS

6

A master debt schedule has been developed to facilitate monitoring of debt covenant requirements

City of Oxnard Debt Portfolio Summary																		
Delivery Date	Deal Name/Type of Issue	Issued Amount	Outstanding Amount 6/30/20	Outstanding Coupon Range	Purpose	Final Maturity	Current Underlying Rating	Call Features	Tax Status	Insurance	Rate Covenant	Coverage	ABT	Continuing Disclosure	Budget Appropriation	Debt Service Reserve Fund	Insurance	Foreclosure
Water Fund Debt																		
1/28/2018	2018 Water Revenue Refunding Bonds	\$ 40,370,000	\$ 39,260,000	3.875-5.00%	Current Refunding	2036	A 1/16/2018	6/1/2028 @ 100%	Tax Exempt	BAM	Yes	Net Rev=100% DS + 25% OS Rev	Yes	Yes	N/A	Yes	Yes	N/A
6/3/2014	2014 Water Revenue Refunding Bonds (PP to Capital One)	\$ 35,025,340	\$ 27,094,023	3.80%	Advance Refunding	2034	N/A	6/1/2024 @ 100%	Tax Exempt	N/A	Yes	Rev=100% DS + 25% OS Rev	Yes	N/A	N/A	N/A	Yes	N/A
4/19/2012	2012 Water Revenue Refunding Bonds	\$ 3,345,000	\$ 5,325,000	3.00-5.00%	Current Refunding	2030	A 1/16/2018	6/1/2021 @ 100%	Tax Exempt	N/A	Yes	Net Rev=100% DS + 25% OS Rev	Yes	Yes	N/A	Yes	Yes	N/A
2/11/2010	2010 A Water Revenue Bonds	\$ 16,455,000	\$ 3,635,000	5.50%	New Money	2022	A 1/16/2018	6/1/2020 @ 100%	Tax Exempt	N/A	Yes	Rev=100% DS + 25% OS Rev	Yes	Yes	N/A	Yes	Yes	N/A
2/11/2010	2010 B Water Revenue Bonds (Taxable - BABs)	\$ 83,670,000	\$ 83,670,000	6.00-7.00%	New Money	2040	A 1/16/2018	Now @ make-whole ¹	Taxable	N/A	Yes	Rev=100% DS + 25% OS Rev	Yes	Yes	N/A	Yes	Yes	N/A
Subtotal		\$ 184,865,340	\$ 159,584,023															
Wastewater Fund Debt																		
1/28/2018	2018 Wastewater Revenue Refunding	\$ 24,550,000	\$ 21,940,000	4.00-5.00%	Current Refunding	2034	A- 1/15/2018	6/1/2028	Tax Exempt	BAM	Yes	Net Rev=100% DS + 25% OS Rev	Yes	Yes	N/A	Yes	Yes	N/A
1/25/2014	2014 Wastewater Revenue Refunding	\$ 71,385,000	\$ 71,385,000	5.00%	Current Refunding	2034	A- 1/15/2018	6/1/2024 @ 100%	Tax Exempt	AGM	Yes	Rev=100% DS + 25% OS Rev	Yes	Yes	N/A	Yes	Yes	N/A
Subtotal		\$ 96,535,000	\$ 93,325,000															
Land-Secured Debt																		
8/8/2013	2013 Special Tax Refunding (CFD No. 3 - Seabridge at Mandalay)	\$ 27,870,000	\$ 24,130,000	4.00%	Refunding	2035	N/A	Now @ 103%; 9/2/2022 @ 100%	Tax Exempt	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Yes
8/30/2012	2012 Local Obligation Revenue Bonds	\$ 19,505,000	\$ 14,790,000	3.00-5.00%	Current Refunding	2033	A- 7/19/12	9/2/2022 @ 100%	Tax Exempt	N/A	N/A	N/A	N/A	Yes	N/A	N/A	Yes	N/A
8/30/2012	2012 Local Obligation Revenue Bonds (CFD No. 2000 - 11 Units)	\$ 9,060,000	\$ 6,885,000	4.00-5.00%	Current Refunding	2033	N/A	9/2/2022 @ 100%	Tax Exempt	N/A	N/A	N/A	N/A	Yes	N/A	N/A	Yes	N/A

That the City Council:

1. Receive a presentation on an amendment to the existing City Debt Policies; and
2. Adopt a resolution amending the existing City's Debt Policies in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements and ensuring debt compliance.
(Finance and Governance Committee approved 3-0)



QUESTIONS



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.3

DATE: January 5, 2021

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: City Council 2016-2020 Five-Year Priorities Summary and Looking Ahead to the 2021-2015 Priority Setting Proposed Framework (10/15/15)

RECOMMENDATION

That the City Council receive a summary report on the 2016-2020 five-year Council priorities adopted by Council resolution on May 17, 2016, look ahead at the 2021-2025 priority setting framework, and provide feedback.

BACKGROUND

In 2016 the City Council adopted its five-year priorities, which focused on the following four categories:

- Quality of Life
- Organizational Effectiveness
- Economic Development
- Infrastructure and Natural Resources

These priorities included the creation of 131 actions/tasks assigned to various city departments (detailed lists attached).

Outcomes

Due to reasons discussed below, staff was only able to provide a cursory evaluation of the outcomes. If an action/task has not yet been started, it was assigned zero percent completion. If it was completed, it was assigned 100 percent. If an action/task was partially completed, it was assigned 50 percent. This very rudimentary review shows that the City has achieved approximately 55% of the priorities (report cards attached).

Many of the goals enacted were not matched with required resources - staffing and or program budgets - from the outset. In many instances, ensuing budget cuts to address the General Fund's structural deficit either eliminated staff positions or prevented the hiring of staff to implement the goals. And in most instances, the goals were never tracked. Finally, we do not have the time or resources to dig through all these items with sufficient information and detail. Hence, the update is cursory.

Despite these challenges, some successes include:

- Developing a high level but user friendly format to communicate financial information
- Completing plans for Wastewater Treatment Plant urgent needs actions/tasks

- Creating and implementing vacation rental regulation and related procedures

Outcomes for each item is provided in the attached report cards.

Lessons Learned

Upon reflection, the five-year priorities were created during an incredibly tumultuous and unstable time at City Hall. There was significant turnover among the executive management team, we were undergoing a difficult utility rate increase process, and just beginning to address substantial findings of the recent financial audit. The organization was already facing these herculean challenges before setting these aspirational goals.

While the priorities established make perfect sense, many of the numerous actions/tasks assigned were either unwieldy, immeasurable, or vague. It's one thing to be aspirational, but it's also important to set achievable goals with metrics and matching resources. One or two moonshots may be fine, but dozens at a time always fail.

Looking Ahead to Setting 2021-2025 Council Priorities - a proposed framework

The City Council needs to update its five-year priorities this spring. In the months ahead, staff will commence subject area-appropriate discussions at all five Council Committees. The Council's feedback will provide the basis for updating our community survey which in turn will help inform the Council in its effort to update our priorities. Based upon the feedback from the community, the City Council will hold a public Work Session in February 2021 to update the five-year priorities.

The next five-year set of priorities should be focused on turning city hall into a high functioning organization across the board. We need to improve the organization's fundamentals, especially in areas of organizational weaknesses, restore the levels of services needed for the community, and aspire to add a few major investments to make the city a better place for all. Settings priorities for a five-year period should focus on five years. However it should be done with an eye toward preparing the city for the major challenges coming in the very near future beyond the next five years.

Proposed Framework

1. Public review of 2016-2020 Five-Year Priorities at Council meeting (January)
2. Hold public, focused discussions at each Council Committee (January)
3. Update Community Survey (February)
4. Hold public City Council Workshop to refresh 2022-2025 five-year priorities (February)
5. Adopt 2021-2025 five-year priorities at public Council meeting (March)

Food for Thought - priorities are not a laundry list of wishes and desires

1. The Council priorities should focus on a five-year window, making aspirational choices that are achievable and measurable.
2. The priorities should be matched with sufficient resources -- existing and new.
3. The priorities should include metrics.
4. The priorities should include a timeline for progress within the five years.
5. The Council Priorities should align with Measure E's restorations and investments (attached).
6. The priorities and the Measure E choices will inform and should be reflected in the annual budget.

We need to focus on making the organization stronger over the next five years so that Oxnard can be prepared for and able to meet the significant changes coming in the very near future, especially in the areas sweeping technological advancements and water scarcity.

STRATEGIC PRIORITIES

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

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public.

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

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

1. 2020 Updates to the 2016 Infrastructure Business Plan
2. 2020 Updates to the 2016 Economic Development Business Plan
3. 2020 Updates to the 2016 Organizational Effectiveness Business Plan
4. 2020 Updates to the 2016 Quality of Life Business Plan
5. Presentation City Council 5-Year Priorities_1.5.21-FINAL



INFRASTRUCTURE AND NATURAL RESOURCES STRATEGIC PRIORITY AREA FY 16/17 and FY 17/18 TWO-YEAR BUSINESS PLAN

STATUS

● = COMPLETE

◐ = IN PROGRESS

○ = NO PROGRESS

Purpose: To establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding.

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.	1.a. Complete the Public Works Integrated Master Plan.	1.a.1 Complete Water, Wastewater, and Storm Water master plans	Daniel Rydberg (Assistant Public Works Director)	6/30/16	●	
		1.a.2 Complete the Pavement Management Plan	Daniel Rydberg (City Engineer)	9/30/16	●	Pavement Management Plan completed by PEI (consultant) in 2016. Updated annually.
		1.a.3 Complete the Environmental Resources (ER) Master Plan	Daniel Rydberg (Assistant Public Works Director)	6/30/17	○	
		1.a.4 Complete a city-wide Parks Master Plan	Daniel Rydberg (Assistant Public Works Director)	12/31/16	◐	90% complete. Schedule for Parks, Rec, & Community Services Commission on December 9, 2020. PWTC in January City Council in February. Currently seeking input from community at https://www.oxnard.org/city-department/public-works/oxnard-parks-and-recreation-master-plan/

	1.b. Develop master plans for other City facilities and vehicles.	1.b.1 Complete Maintenance Services Master Plans (Parks, Facilities and Fleet) including Americans with Disabilities Act (ADA) plan and Landscape Standards.	Todd Vasquez-Housley (Assistant Public Works Director)	6/30/17		
2. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.	2.a. Develop a City-wide asset management program.	2.a.1. Evaluate current assets and methods for tracking them.	Keith Brooks	6/30/17		This is part of the new citywide Tyler ERP implementation
		2.a.2. Identify priorities based on day-to-day operations, critical needs, condition, and use.	Todd Vasquez-Housley (Assistant Public Works Director)	6/30/17		Water, wastewater, and storm water complete
		2.a.3. Identify short term, midterm, long term projects	Todd Vasquez-Housley (Assistant Public Works Director)	6/30/17		Water and wastewater complete
		2.a.4 Implement a computerized maintenance management system (CMMS) for all City assets.	Todd Vasquez-Housley	6/30/17		This is part of the new citywide Tyler (EnerGov) ERP implementation.
	2.b Develop an asset management funding plan.	2.b.1. Evaluate Funding Sources for Asset Management	C.F.O.	6/30/17		
		2.b.2 Provide biannual updates on both assets and needs to Council.	C.F.O	12/31/17		
	2.c: Sell unneeded City assets.	2.c.1 Identify unneeded assets	Daniel Rydberg (Assistant Public Works Director)	6/30/17		We have identified vehicles that we should consider auctioning off. We identified some buildings that are not

						being used and could be sold.
		2.c.2 Begin sales of assets	Jim Throop (C.F.O.)	6/30/18		
3. Ensure funding is adequate to meet the goals of the master plans.	3.a. Maximize funding sources.	3.a.1 Develop a Measure "O" allocation plan that includes infrastructure improvements such as streets, City buildings, parks and other capital needs.	Jim Throop (C.F.O.)	6/30/17		Supplanted by General Fund operating budget needs, and now overridden by Measure N, which requires all Measure O funds diverted to streets
		3.a.2 Develop strategies and funding sources for alley maintenance.	C.F.O. (City Engineer)	12/30/16		
		3.a.3 Develop strategies and funding sources for storm water program.	C.F.O. (Assistant Public Works Director)	12/30/16		
		3a.4 Apply for grants and loans through Watershed Protection District and State Water Bonds.	C.F.O. (Public Works Director)	12/30/16		Prop 84 (State Water Bonds) grant for ASR well. \$960K and our match is \$320k
	3.b. Set rates and fees to fully recover cost.	3b.1. Update fees and charges.	C.F.O.	6/30/17		Updated DIF fees.
		3b.2 Update utility rates	C.F.O. (Assistant Public Works Director)	6/30/17		Wastewater and Water rates updated in 2017. New Water rate study will start in 2021. ER rate study will start in 2022.

4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.	4.a. Implement CIP plans.	4.a.1: Complete the balance of local street paving projects funded by Measure "O".	Daniel Rydberg (City Engineer)	6/30/2017		We have used whatever Measure O funding we have been given for paving. We don't know what the initial expectation was.
		4.a.2 Complete plans for Wastewater Treatment Plant urgent needs projects	Daniel Rydberg (Assistant Public Works Director)	6/30/2017		The emergency/urgent projects are completed. The reliability project design are 95% complete.
		4.a.3 Complete plans to expand the Advanced Water Purification Facility (AWPF) production by 50%	Daniel Rydberg (Assistant Public Works Director)	9/30/17		Completed conceptual design report. However, the need to expand AWPf is pending on the outcome of the Water Resource Management Plan Report.
	4.b. Catch up on deferred maintenance for City facilities.	4.b.1 Coordinate maintenance functions Citywide to increase efficiency.	Todd Vasquez-Housley (Assistant Public Works Director)	12/31/16		
		4.b.2 Perform facility maintenance and equipment replacement per Asset Management Plans.	Todd Vasquez-Housley (Assistant Public Works Director)	12/31/17		Funding has not been provided for equipment replacement plan.
5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.	5.a. Develop and implement a sustainability program.	5.a.1 Combine recycling and water conservation staff and create a Sustainability Manager position.	Daniel Rydberg (Assistant Public Works Director)	7/01/16		

		5.a.2 Develop a coordinated Solid Waste and Wastewater waste to energy plan.	Daniel Rydberg (Assistant Public Works Director)	6/30/17		
		5.a.3 Partner with the Nature Conservancy and Coastal Conservancy to develop the Ormond Beach Wetlands Restoration Plan with a long-term vision to attract tourism and protect.	Ashley Golden	7/31/17		The Partners are preparing a presentation of the restoration plan to the general public in 2021. The environmental review and permitting follow with an anticipated construction start of 2024.
	5.b. Protect ocean and waterways.	5.b.1 Implement stormwater BMPs.	Todd Vasquez-Housley (Assistant Public Works Director)	12/31/17		
		5.b.2 Update our local coastal plan (LCP) to provide orderly and long-range conservation and management of our coastal resources.	Ashley Golden	3/15/17		Staff submitted a cursory draft Land Use Plan which includes policies addressing Sea Level Rise (SLR) in May and August of 2019. Staff will be engaging with Coastal Commission staff in 2021 to address outstanding issues concerning impacts to the City regarding SLR policies.



INFRASTRUCTURE AND NATURAL RESOURCES STRATEGY

Purpose: To establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding.

GOAL 1

Ensure Master Plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objectives

1. Complete the PublicWorks Integrated Master Plan.
2. Develop master plans for other City facilities and vehicles.
3. Develop a City-wide asset management plan.

Performance Measures

1. Ensure integrated master plan is at least 70% implemented

GOAL 2

Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and stormwater.

Objectives

1. Develop a City-wide asset management program.
2. Develop an asset management funding plan.
3. Sell unneeded City assets.

Performance Measures

1. Reduce maintenance backlog by 20% annually

GOAL 3

Ensure funding is adequate to meet the goals of the master plans.

Objectives

1. Maximize funding sources.
2. Set rates and fees to fully recover cost.

Performance Measures

1. Increase number of grants applied for by 10%

GOAL 4

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

Objectives

1. Implement CIP plans.
2. Catch up on deferred maintenance for City facilities.

Performance Measures

1. Complete 20% of CIP projects
2. Reduce maintenance backlog by 20%

GOAL 5

Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objectives

1. Develop and implement a sustainability program.
2. Protect ocean and waterways

Performance Measures

1. Ensure coastal plan is at least 25% implemented



ECONOMIC DEVELOPMENT STRATEGIC PRIORITY AREA **FY 16/17 and FY 17/18 TWO-YEAR BUSINESS PLAN**



Purpose: To develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character.

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.	1.a Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.	1.a.1 Create and implement a City-wide economic development strategy	Kymberly Horner (Economic Development Director)	7/1/18		Draft Strategy provided to the HEDC on March 24, 2020. COVID hit and the draft Strategy will need to be updated.
		1.a.2 Develop a webpage to include a list of commercial, industrial, and retail vacancies citywide to aid companies searching for new locations within the City.	Kymberly Horner (Economic Development Director)	7/1/17		Efforts underway but additional staff resources are necessary to maintain website updates.
		1.a.3 Create a current list of City and Successor Agency assets available for disposition or for disposition and development	Kymberly Horner (Economic Development Director)	7/1/16		If the California Department of Finance approves pending actions there will be 2 remaining successor agency parcels that will be offered on the open market in 2021.
		1.a.4 Work with EDC-VC and the Chamber of Commerce to promote existing mentoring/consulting programs for small businesses	Kymberly Horner (Economic Development Director)	12/1/16 / ongoing		EDC-VC is now "Economic Development Collaborative"; Economic Development (ED) continues to work with EDC and the Chamber and participates regularly in the Business Advocacy Committee meetings. In addition, the ED Manager is

1. Develop a strong <u>citywide</u> economy which attracts investment, increases the tax base, creates employment opportunities for Oxnard residents, and generates public revenues.	1.a Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.					engaged with SCORE and WEV and works to connect local businesses with the resources being offered by these agencies.
		1.a.5 Reestablish a retail attraction program for desired national and local retailers	Kymberly Horner (Economic Development Director)	12/7/17		Was never initiated; inadequate staffing to facilitate.
		1.a.6 Host an annual economic summit meeting to create a dialogue with the business community and partners	Kymberly Horner (Economic Development Director)	7/15/17 / Ongoing		Was never initiated; inadequate staffing to facilitate.
		1.a.7 Maintain ongoing business outreach effort and discuss issues affecting the business community. Establish a regular meeting schedule. Assign City liaisons to stakeholders.	Kymberly Horner (Economic Development Director)	Ongoing		Underway but needs additional resources. Attendance at Chamber of Commerce monthly Business Visit and Chamber's monthly Business Advocacy but there is a need for a less formal check-in with businesses.
	2.a Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.	2.a.1 Update Industrial Zoning Code sections to address current needs	Ashley Golden (Community Development Director)	12/1/16		The Industrial Zoning Code Update was completed on March 19, 2019; minor additional revisions in June 18, 2020.
2. Enhance business development throughout the City.		2.a.2 Update the Temporary Use Zoning Code and related procedures	Ashley Golden (Community Development Director)	7/15/17		Temporary Use Permit procedures were updated to facilitate internal review and improve review time for efficiency to both staff and the public. The Temporary Use Permit procedures update was finalized in November 2018.

		2.a.3 Create and implement vacation rental regulation and related procedures	Ashley Golden (Community Development Director)	7/1/16		Scheduled for City Council final approval on November 17, 2020.
2. Enhance business development.	2.a Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.	2.a.4 Explore infrastructure financing programs (grants, etc.) to help fund infrastructure improvements in the City's industrial areas	Kymberly Horner (Economic Development Director)	8/1/16		This was not completed; additional resources are needed.
	2.b Improve relationships and communication between the City and the business community.	2.b.1 Establish ongoing "A to Z on starting a business" workshop, create a "Starting a New Business in Oxnard" guide booklet, include business startup resources and a checklist of requirements on the City's website	Danielle Navas (City Treasurer)	10/1/16		Business Tax Certificate Information Brochure is now available. FAQ, business start up resources, requirement checklist, phone numbers, relevant contact info on local, State and federal agencies are listed on the City's website.
		2.b.2 Develop a <i>Business Ambassador</i> effort in which City staff work with new and existing businesses to discuss their needs and interests	Danielle Navas (City Treasurer)	1/1/17		The City's Billing and Licensing Supervisor serves as the ambassador to Chamber of Commerce and Women's Economic Ventures. Currently ongoing.
		2.b.3 Implement scheduled, monthly meetings with new business owners and/or designee to discuss their needs and/or questions. Information collected to be shared with the appropriate department(s) and/or City Council.	Danielle Navas (City Treasurer)	2/1/17		Women's Economic Ventures meet twice a year. The Chamber of Commerce is by invitation only. Currently ongoing.

2. Enhance business development.	2.b Improve relationships and communication between the City and the business community.	2.b.4 Follow up with new businesses after establishment (3 months) to gather their feedback on overall experience. Information collected to be shared with the appropriate department(s) and/or City Council.	Kymberly Horner (Economic Development Director) and Danielle Navas (City Treasurer)	5/1/17		ED Manager launched an electronic newsletter that is sent to over 4,000 businesses informing them of relevant issues; this was instrumental during COVID-19 in keeping businesses informed as to constantly changing regulations. ED Manager also created a Facebook page as another means to get the word out to the business community. ED Manager also partnered with PD and participated in several radio interviews to get the word out to the Spanish-speaking business community.
	2.c Capitalize on historic, cultural and natural resources.	2.c.1 Complete an assessment and inventory of Oxnard's historical, cultural and artistic capital, developing a summit that explores the themes of a "cultural economy" and Oxnard's resources therein. Prepare a strategic plan for promoting and incorporating historical, cultural, and artistic resources in the general economy.	Chelsea Reynolds (Performing Arts Center Manager)	12/1/16		Developed a collective vision for the Downtown Arts Hub and initiated creative placemaking through pilot arts engagement projects. Approved by City Council in April 2018.
	2.d Public safety will collaborate with the business community to promote an environment that supports economic development	2.d.1 Beat Coordinators will have made contact with all businesses in their respective areas.	Jason Benites (Assistant Police Chief)	8/31/17		This project was completed with our beat coordinators who met with each of the business owners in their respective beats.
		2.d.2 Expand crime prevention through environmental design (CPTED) assessments for businesses.	Jason Benites (Assistant Police Chief)	9/1/16		OPD's beat coordinators provide CPTED assessments as part of their regular duties. Our property crime investigators have held a series of meetings with large

						business owners to discuss remedies for shoplifting.
2. Enhance business development.	2.d Public safety will collaborate with the business community to promote an environment that supports economic development	2.d.3 Enhance efforts to address vagrancy near commerce centers	Jason Benites (Assistant Police Chief)	Ongoing		OPD's Homeless Liaison Team (HLO) was increased from two to six officers in 2019. It has had a positive impact on vagrancy issues.
3. Enhance business retention and attraction.	3.a Implement an economic development plan for attracting and retaining business.	3.a.1 Develop a business attraction and retention plan. Incorporate information collected from 2.b.3 and 2.b.4 (above).	Kymberly Horner (Economic Development Director)	10/1/16		Inadequate staffing to complete. •Promoting opportunity zones in Oxnard •Active in CA Governor's "GO-Biz" program, submitting proposals for prospective businesses to come to Oxnard.
		3.a.2 Conduct a City Council work session to define a shared definition of a "Business Friendly" environment. Include information collected from 2.b.3 and 2.b.4 (above).	Kymberly Horner (Economic Development Director)	8/1/16		Was never initiated; inadequate staffing to facilitate.
		3.a.3 Continue and expand the Business Visitation Program	Kymberly Horner (Economic Development Director)	7/1/16		The City Manager's office participates with the Chamber of Commerce in one Business Visit Meeting once a month.
		3.a.4 Develop a method to survey businesses that close or leave the industrial area to learn from common issues. Share this information with department(s) and/or City Council.	Kymberly Horner (Economic Development Director)	12/1/16		Was never initiated; inadequate staffing to facilitate.

4. Implement a “one stop shop” effort at the City’s Service Center	4.a Streamline internal process to ensure government efficiencies.	4.a.1 Establish and track building permit plan check turnaround times for all divisions involved in the process	Ashley Golden (Community Development Director)	December 2016		Established with the FY 16/17 budget.
		4.a.2 Establish and track planning permit processing timelines	Ashley Golden (Community Development Director)	December 2016		Established with the FY 16-17 budget.
		4.a.3 Implement online permitting, bill pay, and inquiry ability for customers for all Service Center activities	Keith Brooks (I.T. Director)	December 2017		Currently working with Community Development, Billing/Licensing, and Central Square to configure current ERP system to accept online payment and inquiry.
		4.a.4 Develop a cross-training program to ensure concierge and counter staff is knowledgeable and to implement the <i>One-Stop Shop</i>	Tabin Cosio (Human Resources Director)	July 2017		Identified program topics; however, no staff or funding to implement.
		4.a.5 Update customer handouts and create “how-to” videos for frequently asked questions related to Service Center activities	Ashley Golden (Community Development Director)	First Phase: July 2016 Second Phase: Ongoing		Handouts completed; FAQs completed; How to Videos not underway. Need additional staff and funding.
		4.a.6 Update City’s Temporary Use Permit (“TUP”) Process	Ashley Golden (Community Development Director)	Phase 1: September 2016		Staff has made updates. Ongoing monitoring and efforts are necessary.
4. Implement a “one stop shop” effort at the City’s Service Center	4.a Streamline internal process to ensure government efficiencies.	4.a.7 Conduct and/or attend annual customer service trainings for Service Center employees	Lisa Yoshimura (Assistant Human Resources Director)	September 2016		City held customer service training on April 12 and 19, 2018.

		4.a.8 Establish long term goals, roles and responsibilities between the One-Stop Shop and EDCO.	Kymberly Horner (Economic Development Director)	9/30/16		EDCO dissolved on June 30, 2017.
5. Revitalize Oxnard's downtown and pursue economic development opportunities.	5.a Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.	5.a.1 Review the Congress for New Urbanism 2016 Oxnard report, and make recommendations to City Council and Planning Commission	Kymberly Horner (Economic Development Director)	6/30/16		Accepted by the City Council in October 2016; Council approved 3 year implementation plan in December 2016.
		5.a.2 Identify desired uses for strategic sites and update zoning code if necessary to allow for development of the sites	Kymberly Horner (Economic Development Director)	9/1/16		Addressed in the Council-approved Downtown Code (July 2019).
		5.a.3 Update central business district zoning code, including but not limited to: parking, signage, design guidelines, uses, permit procedures	Ashley Golden (Community Development Director)	September 2016 – June 2018		Addressed in the Council-approved Downtown Code (July 2019).
		5.a.4 Modify/Create Downtown Arts, Dining and Entertainment districts that includes modification to existing ordinances and owner-accountability systems	Kymberly Horner (Economic Development Director)	12/1/16		Addressed in the Council-approved Downtown Code (July 2019). Districts not specifically in the code, but the Code provides for arts, dining, and entertainment.
5. Revitalize Oxnard's downtown and pursue economic development opportunities.	5.a Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural	5.a.5 Develop a method to survey restaurants and retail businesses that close or leave the Downtown to learn from common issues for correction. Share this information with department(s) and/or City Council. 337	Kymberly Horner (Economic Development Director)	9/1/16		Working with the Oxnard Downtown Management District (ODMD) in 2017 to create this, but due to a lack of staffing and resources this was not completed.

	arts, diversity and historic assets.					
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ECONOMIC DEVELOPMENT STRATEGY

Purpose: To develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character.

GOAL 1

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

Objectives

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

Performance Measures

1. Increase in annual number of new businesses opened in Oxnard by 50%.

GOAL 2

Enhance business development throughout the City.

Objectives

1. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.
2. Improve relationships and communication between the City and the business community.
3. Capitalize on historic, cultural and natural resources.
4. Public safety will collaborate with the business community to promote an environment that supports economic development.

Performance Measures

1. Increase business tax revenue by 10% in two years.

GOAL 3

Enhance business retention and attraction.

Objectives

1. Implement an economic development plan for attracting and retaining business.

Performance Measures

1. 5% improvement in City's annual retention rate.

GOAL 4

Implement a "one stop shop" effort at the City's Service Center.

Objectives

1. Streamline internal process to ensure government efficiencies.

Performance Measures

1. Turnaround time for 1st plan checks is less than 4 weeks 90% of time.
2. Turnaround time for discretionary permits is less than 4 weeks 90% of time.

GOAL 5

Revitalize Oxnard's downtown and pursue economic development opportunities.

Objectives

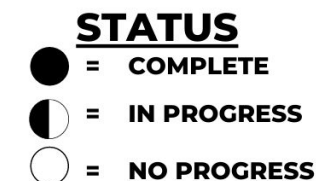
1. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity, and historic assets.

Performance Measures

1. 5% increase in number of visitors/tourists to Oxnard for the next two years.



ORGANIZATIONAL EFFECTIVENESS STRATEGIC PRIORITY AREA FY 16/17 and FY 17/18 TWO-YEAR BUSINESS PLAN



Purpose: To strengthen and stabilize the organizational foundation in the areas of Finance, Information Technology, and Human Resources, and improve workforce quality while increasing transparency to the public.

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.	1a. Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by Council in July, 2015 and provide periodic reports to Council on the status of the implementation plans.	1.a.1 Quarterly progress report to Council and ensure implementation of the 128 recommendations outlined in the Implementation Action Plan in order of prioritization, 1A, 1B, and 2.	Jesus Nava (Assistant City Manager)	Priority 1A - 7/21/15 1/05/16 Priority 1B – 4/19/16 to 9/6/16 Priority 2 – 9/6/16 to 4/17/18		Supplanted by 183 audit findings from the City's independent financial audit firm Eadie + Payne for the fiscal years ending June 30, 2015, 2016, 2017, 2018 and 2019, and supplemented by semiannual updates to City Council on the Corrective Action Plan.
		1.a.2 Monitor and track that recommendations are implemented by respective departments.	Jesus Nava (Assistant City Manager)	6/30/18		Finance provides 6 month Corrective Action Plan updates.

1. To help foster a healthy and accountable corporate foundation by strengthening the support functions, which include Finance, Information Technology and Human Resources.	1b. Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law and that Council policy is adhered to.	1.b.1. Complete a Risk Assessment that reviews work processes, capital/asset management, risk management, city management, human resource activities, governance, accounting and financial reporting	Jim Throop (C.F.O.)	6/1/16		Supplanted by 183 audit findings from the City's independent financial audit firm Eadie + Payne for the fiscal years ending June 30, 2015, 2016, 2017, 2018 and 2019, and supplemented by semiannual updates to City Council on the Corrective Action Plan.
		1.b.2 Complete Performance Audit for PACC	Chelsea Reynolds (Oxnard PACC Manager)	12/31/16		Council on February 4, 2020, directed the internal auditor to discontinue this audit.
		1.b.3 Complete Performance Audit for City Corp	Terrel Harrison (Cultural and Community Services Director)	12/31/16		Council on February 4, 2020, directed the internal auditor to discontinue this audit.
		1.b.4 Complete Performance Audit for Golf Course	Todd Housley (Assistant Public Works Director)	12/31/16		Council on February 4, 2020, directed the internal auditor to discontinue this audit.
		1.b.5 Complete Worker's Comp Program Audit	Steve Naveau (Human Resources Director)	9/30/16		Completed March 7, 2017.
		1.b.6 Complete Overtime Audit	Steve Naveau (Human Resources Director)	12/31/16		Completed by internal auditors on June 16, 2020.
	1c. Develop written procedures to address Internal Control recommendations from Auditor.	1.c.1. Develop an RFP.	Jim Throop (C.F.O.)	9/30/16		Internal Control -- Integrated Framework drafted by Management Partners; refined by Finance Department; adopted by City Council September 1, 2020.

Technology and Human Resources.		1.c.2 Work with expert to develop written procedures, and provide written procedures to Finance Department staff.	Jim Throop (C.F.O.)	12/30/16		In-house experts Assistant CFO, Controller and Senior Manager, Internal Controls continue to create and distribute written procedures for the Finance Department.
		1.c.3 Provide assessment and training to ensure staff is informed of, and able to implement procedures.	Jim Throop (C.F.O.)	12/30/16		All Finance Department staff regularly receive training from in-house experts, GFOA webinars and annual conferences, CSMFO webinars and annual conferences, and the City's independent financial audit firm, Eadie+Payne. (This Task will never be marked "complete," because, by definition, it will always be ongoing.)
	1d. Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.	1.d.1. Develop and implement a Whistleblower Program to provide employees with a safe avenue to report problems.	Stephen Fischer (City Attorney)	9/30/2016		Implemented as part of the internal auditor contract with Price Paige and Company on June 27, 2017.
		1.d.2. Complete a class and compensation study.	Steve Naveau (Human Resources Director)	6/30/2017		The City has completed the initial phase of the study, which included the classification recommendations from the consultant. City staff is now meeting with the bargaining units to discuss finalizing the class plan structure. Once this has been completed we will move to the next phase, which is a review of the recommended salary structure.
		1.d.3. Review and update employee orientation program.	Lisa Yoshimura (Assistant Human Resources Director)	6/30/2016		This process was centralized under Human Resources in 2016. In addition to new employees completing required benefits and withholding paperwork, employees now complete mandated training. This program is constantly being updated to

						respond to the needs of the organization.
		1.d.4. Create a recruitment system that ensures transparency related to status of vacancies, funding and recruitments.	Steve Naveau (Human Resources Director)	9/30/2016		Implemented the Neogov recruiting system, which allows departments to track the status of recruitments. Implemented an approval process for vacant positions which requires approval by Finance and the City Manager's Office prior to positions being recruited.
1. To help foster a healthy and accountable corporate foundation by strengthening the support functions, which include Finance, Information Technology and Human Resources.	1d. Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.	1.d.5. Review, revise, and update the City's Personnel policies and procedures and distribute to employees to ensure awareness and compliance.	Steve Naveau (Human Resources Director)	6/30/2018		City's Personnel Manual updated and adopted on July 18, 2017.
		1.d.6 Standardize citywide on-boarding process.	Steve Naveau (Human Resources Director)	12/31/2016		
2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.	2a. Initiate a priority based budgeting program incorporating departmental performance measures and the Council Strategic priorities.	2.a.1 Develop a minimum of five performance and benchmark measurements for each department.	Jim Throop (C.F.O.)	6/30/2016		This is published annually in the budget document.
		2.a.2 Incorporate two year business plans for each of the four Council strategic priority areas into Budget at high level overview and illustration of progress of the pyramid.	Maria Hurtado (Assistant City Manager)	6/30/2016		

2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.	2b: Prepare Quarterly Budget Updates and have month-end financial reports available via City's Website.	2.b.1 Provide Council with Quarterly Budget Updates on the General Fund and Utilities funds.	Jim Throop (C.F.O.)	Quarterly		Budget updates are semiannual, rather than quarterly.
		2.b.2 Provide and communicate the availability of financial data posting via CPIO and City's website	Delana Gbenekama (Communications Manager)	Ongoing		City's website has an Interactive Financial Reporting Tool (OpenGov).
	2.c. Create a standardized template to present financial and other data to the general public	2.c.1 Develop high level but user friendly format to communicate financial information	Jim Throop (C.F.O.)			In 2020, the City launched the Interactive Financial Reporting Tool (OpenGov) on City's website.
		2.c.2 Develop standardized financial dashboards	Jim Throop (C.F.O.)	12/31/16		Not initiated due to higher financial reporting priorities and lack of clarity surrounding the Task.

3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.	3a: Develop a training program that focuses on strengthening the effectiveness of supervisory/ management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures.	3.a.1: Create and roll out a module-based training curriculum focused on core competencies for supervisory and managerial staff.	Lisa Yoshimura (Assistant Human Resources Director)	6/30/2017		Positions for this program were eliminated in a previous budget.
		3.a.2: Create a master training plan for each department establishing the critical, mandatory, and essential training components for each position with a focus on customer service	Lisa Yoshimura (Assistant Human Resources Director)	10/1/2016		Positions for this program were eliminated in a previous budget.
	3b: Develop a talent development initiative that engages, trains, transforms, and works collaboratively with mid-managers to change the organizational culture into one that focuses on becoming a high performing organization	3.b.1: Identify competencies that are critical for becoming a high performance and quality organization	Lisa Yoshimura (Assistant Human Resources Director)	10/1/2016		Positions for this program were eliminated in a previous budget.
		3.b.2: Continued quarterly training on talent development for all departments	Lisa Yoshimura (Assistant Human Resources Director)	Quarterly		Positions for this program were eliminated in a previous budget.
		3.b.3: Revise staff evaluations so they reflect talent development as a performance based category	Steve Naveau (Human Resources Director)	12/31/2016		Positions for this program were eliminated in a previous budget.
3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.	3c: Develop an employee recognition program that recognizes talent developers, high performers, and employees that exhibit the values of the organization.	3.c.1: Review and revamp employee recognition program nomination and selection procedures/criteria and committee.	Steve Naveau (Human Resources Director)	9/30/2016		

		3.c.2: Recognize supervisors and management staff on a quarterly or annual basis for developing talent within their units	Steve Naveau (Human Resources Director)	9/30/2016		
		3.c.3 Review and revise service awards program.	Lisa Yoshimura (Assistant Human Resources Director)	9/30/2016		
	3d: Establish a Leadership Development Team (LDT) with the purpose of identifying and growing internal leaders to fill future vacancies & attract talent into the organization.	3.d.1 Establish LDT participants from each department and assign each participant to the various work groups	Jesus Nava (Assistant City Manager) & Steve Naveau (Human Resources Director)			
3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.	3d: Establish a Leadership Development Team (LDT) with the purpose of identifying and growing internal leaders to fill future vacancies & attract talent into the organization.	3.d.2 Develop two year action plan based on assessment of organizational needs and identification of internal & external programs	Jesus Nava (Assistant City Manager) & Steve Naveau (Human Resources Director)			
		3.d.3 Market two year action plan to reach out and engage employees 345	Jesus Nava (Assistant City Manager) & Steve Naveau (Human Resources Director)			

3.d.4 Execute action plan with support of top management and human resources

Jesus Nava
(Assistant City
Manager) &
Steve Naveau
(Human
Resources
Director)



ORGANIZATIONAL EFFECTIVENESS STRATEGY

Purpose: To strengthen and stabilize the organizational foundation in the areas of Finance, Information Technology, and Human Resources, and improve workforce quality while increasing transparency to the public.

GOAL 1

To help foster a healthy and accountable corporate foundation by strengthening the support functions, which include Finance, Information Technology and Human Resources.

Objectives

1. Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by Council in July, 2015, and provide periodic reports to Council on the status of the implementation plans.
2. Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law and Council policy is adhered to.
3. Develop written procedures to address Internal Control recommendations from Auditor.
4. Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.

Performance Measures

1. Address 40% of all organizational assessment

GOAL 2

Increase transparency with Council, community, and staff related to the City's budget and financial management processes.

Objectives

1. Initiate a priority based budgeting program incorporating departmental performance measures and the Council Strategic priorities.
2. Prepare Quarterly Budget Updates and have month-end financial reports available via City's Website.
3. Create a standardized template to present financial and other data to the general public.

Performance Measures

1. Report assessment progress to Council during all 4

GOAL 3

Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.

Objectives

1. Develop a training program that focuses on strengthening the effectiveness of supervisory/management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures.
2. Develop a talent development initiative that engages, trains, transforms, and works collaboratively with mid-managers to change the organizational culture into one that focuses on a high performing organization.
3. Develop an employee recognition program that recognizes talent developers, high performers, and employees that exhibit the values of the organization.
4. Establish a Leadership Development Team (LDT) with the purpose of identifying and growing internal leaders to fill future vacancies & attract talent into the organization.

Performance Measures

1. Hold 2 employee recognition events in Fiscal Year



QUALITY OF LIFE STRATEGIC PRIORITY AREAS

Purpose: To build relationships and create opportunities within the community for safe and vibrant neighborhoods which will showcase the promising future of Oxnard.

STATUS

-  = **COMPLETE**
-  = **IN PROGRESS**
-  = **NO PROGRESS**

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1a. Create a renewed focus on police/community relations with underserved communities and youth population.	1.a.1 Enhance and emphasize the Youth Academy held twice annually and organized by OXPD School Resource Officers. Integrate youth from the Academy into a newly developed "Summer at City Hall" program.	Eric Sonstegard (Assistant Police Chief)	7/31/2016		The Youth Academy was held twice a year until the COVID-19 pandemic. The Summer at City Hall program was held successfully from 2016-2018 before City budget reductions.
		1.a.2 More effectively use the School Resource Officers by having them work closely with the Office of Youth Safety, Youth Director Council, and P.A.L.	Jason Benites (Assistant Police Chief)	7/1/2017		This was completed including the creation of a new position, the Youth Engagement Officer. Unfortunately, in 2020, the OSD terminated their SRO contract.
		1.a.3 Identify police officers that can serve as community representatives to underserved communities.	Eric Sonstegard (Assistant Police Chief)	12/31/2016		We have officers currently serving as liaisons to the indigenous population, the LGBTQ+ community, and the African-American community.
		1.a.4 Increase emphasis on recruiting and hiring local (Oxnard) residents for Police, Fire and Public Works.	Eric Sonstegard (Assistant Police Chief)	12/31/2016 6/30/2017 12/31/2017 6/30/2018		The Police Department has continued to emphasize local hiring with over 75% of the police officers that have been hired in the last 4 years having been born, attended school, or currently living in Oxnard.

1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1b. Explore alternatives for youth through recreation programs and intervention services.	1.b.1 Perform community outreach to promote Recreation programs and services through a deliberate social media campaign, redesigned website that is user friendly and easy to navigate, and other methods (magazine, survey, etc.).	Terrel Harrison (Cultural and Community Services Director)	6/30/2018		Social media postings increased to following the current marking plan. Website was recently redesigned and receives updates as appropriate. Recreation Newsletter developed and published bi-monthly. Rec Guide redesigned and available online only.
		1.b.2 Promote programs at various community events and festivals by having program literature available and actively participating by providing youth & adult volunteers, activities and logistical assistance.	Terrel Harrison (Cultural and Community Services Director)	10/30/2016		Created an outreach team along with an annual calendar of festivals/events to host an info table at. An outreach box and procedures were also developed to ensure standard protocol when promoting at these events. Collaborated with local school districts to improve outreach efforts.
		1.b.3 Deliberately work on collaborating with community members, organizations and agencies to ensure youth are being referred to appropriate intervention and prevention programs (i.e.PAL, City Corps, VC Probation, local school districts, various non-profits, etc.). Begin by developing a community action plan with input from various stakeholders at six meetings through the year.	Terrel Harrison (Cultural and Community Services Director)	6/30/2017		City Corps partners with City Impact and OPD to connect youth to appropriate intervention and prevention programs. Opened the Southwinds PAL Youth Center. YDC partnership with California State Parks, National PAL mentoring program, VCPublic Health and Interface to refer youth to services.

1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1b. (Continued) Explore alternatives for youth through recreation programs and intervention services.	1.b.4 Offer quarterly educational and professional workshops for youth (ages 16-24). Topics will include job interviews, resume writing, college applications, FAFSA applications, and other relevant topics. Workshops will be offered January, April, July, and October annually.	Terrel Harrison (Cultural and Community Services Director)	1/31/2017 4/30/2017 7/31/2017 10/31/2017		PAL YDC expanded to City Corps and Colonia Youth Center participants. Monthly education and professional workshops scheduled for YDC participants. CAL VIP grant program linked participants to job interviews and resume writing workshops.
		1.b.5 Employ 175-200 youth (ages 16-24) annually. This will give youth the necessary work experience needed for their professional development.	Terrel Harrison (Cultural and Community Services Director)	Ongoing		Have recruited and trained After School Program Instructors, Youth Sports and Recreation Centers employees, City Corps student and leader trainees.
	1c. Highlight our continued efforts to address Domestic Violence.	1.c.1 Use City social media platforms to publicize community-based efforts (ex. MICOP-"Entre Hombres", MICOP-"Voz de la Mujer Indigena", Interface-"Domestic Violence 101")	Delana Gbenekama (Communications Manager)	1/1/2017		While the Police Department continues to highlight domestic violence reduction efforts, the City lacks resources (staff and equipment) to create community-based programming updates that publicize domestic violence reduction efforts.

1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1c. <i>(Continued)</i> Highlight our continued efforts to address Domestic Violence.	1.c.2 Bring attention to Oxnard's leading efforts in the County to address Domestic Violence issues to include: - School/Community Partnership that provides counseling services for child witnesses of domestic violence. - OXPd's participation in the county-wide Multi-Disciplinary Interview Center (MDIC). 2014 internal audit of Domestic Violence Investigations.	Eric S. Sonstegard (Assistant Police Chief)	12/31/2016		OPD continues to be the leader in County law enforcement in focusing on domestic violence. A DV banner was displayed across C/Third St in Nov. DV magnetic ribbons were placed on police units. DV pins were given to staff at OPD to wear on uniforms/clothing. A DV proclamation was read in front of the police station on Oct 6/Zoom with City Council and Victim Advocacy partners from throughout the county. DV Ribbons/bows/yard signs were placed around the police station and the building had purple lights at night for the month of Nov. A DV "Straight to You" video was released to social media with a press release on October 5th.
	1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.	1.d.1. Provide a report to City Council on the viability of Lifeguard services at Oxnard beaches.	Bryan Bryce (Fire Chief)	12/31/2016		Report was provided. The Lifeguard services have not been initiated; currently lacks funding and resources.

1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1d. (Continued) Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.	1.d.2. Determine feasibility of starting a regional fire academy in the City of Oxnard.	Bryan Bryce (Fire Chief)	6/30/16		County of Ventura does not have capacity to include OFD in a regional academy; additionally there is not a cost-savings to this option. OFD academy has a higher rate of applicant success post academy than Ventura City and Ventura County.
	1e. Develop a rental inspection program.	1.e.1 Conduct a study session at City Council to determine the goals and objectives of a program.	Ashley Golden (Community Development Director)	9/30/2016		Presented to City Council on May 2, 2017.
		1.e.2 Establish a City ordinance that authorizes fees and inspection authority for a pilot inspection program.	Jefferson Billingsley (Assistant City Attorney)	1/31/2017		The focus of the program was changed from rental inspection to Safe Homes Safe Families - an inspection program based on repeated violations. Approved by Council July 18, 2018.
		1.e.3 Develop and implement a self-verification survey for property owners/managers.	Ashley Golden (Community Development Director)	3/30/2017		The focus of the program was changed from rental inspection to Safe Homes Safe Families - an inspection program based on repeated violations. Approved by Council July 18, 2018.
		1.e.4 Develop a pilot rental inspection program.	Ashley Golden (Community Development Director)	6/30/2017		The focus of the program was changed from rental inspection to Safe Homes Safe Families - an inspection program based on repeated violations. Approved by Council July 18, 2018.
2. Address homelessness through the development and implementation of a multi-tiered strategy.	2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.	2.a.1 Conduct a study session with Council on homelessness objectives and present final recommendations of Commission on Homelessness to City Council. Study session	Emilio Ramirez (Housing Director)	7/31/2016		Happened throughout 2018 and led to the approval of the Five Year Homeless Plan on September 18, 2018. COMPLETE

		should include discussion on regionalized efforts.				
		2.a.2 Develop job duties & position analysis for a Homeless Services Coordinator	Emilio Ramirez (Housing Director)	10/31/2016		Position created. COMPLETE
		2.a.3 Return to Council with recommendations for a 10-year plan to address homelessness. Plan proposal should include regionalized efforts with Ventura & Port Hueneme.	Emilio Ramirez (Housing Director)	3/31/17		5 Year Plan (not 10 Year Plan) approved by City Council on September 18, 2018. COMPELTE
3. Strengthen neighborhood development, and connect City, community and culture.	3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.	3.a.1. Produce a video series (30-60 second vignettes) focused on the unique highlights/traditions of Oxnard.	Delana Gbenekama (Communications Manager)	6/30/17		Inadequate staffing to produce internally. Visit Oxnard plays a vital role in creating these communications for the City today.
		3.a.2. Focus on using social media to establish a positive outlook and spread positive messages of our City.	Delana Gbenekama (Communications Manager)	Ongoing		To our knowledge, growth was not tracked in previous years; increased social media followers across all channels by at least 30% in past year and relaunched YouTube page for Council and Committee meetings
	3b: Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.	3.b.1 Initiate a “Public Speaker” series via the Community Relations Commission (CRC) to focus on Public Safety and Police/Community Relations	Delana Gbenekama (Communications Manager)	1/1/2017		Was never initiated; currently lacks funding and resources.

3. Strengthen neighborhood development, and connect City, community and culture.	3b: <i>(Continued)</i> Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.	3.b.2 Foster increased collaboration with neighborhood councils and neighborhood watch programs.	Delana Gbenekama (Communications Manager)	1/1/2017		Due to COVID, we have transitioned from traditional neighborhood watch programs to an emphasis on Nextdoor.com neighborhood networks as well as the Neighbors by RING app. As of November of 2020, there are over 30,000 Oxnard residents using Nextdoor.com.
		3.b.3 Work with Parks and Recreation Commission to establish a “Friends of the Park” program.	Terrel Harrison (Cultural and Community Services Director)	6/30/2017		Furry Friends task force headed up efforts to build pop-up dog parks. Friends of Campus Park was established to support Campus Park development. ORCAS nonprofit developed to head up efforts to build a new senior center.
	3.c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).	3.c.1 Develop and roll out a SmartPhone application (3-1-1) as a mobile conduit to the City of Oxnard website.	Keith Brooks (I.T. Director)	7/1/2016		Launched 3-1-1 system and provide Council with annual updates.
	3.d. Discuss CAG goals at respective CAG meetings and develop an action plan for annual implementation	3.d.1 Meet with staff liaisons to discuss staff liaisons’ role, CAG	City Clerk’s office	6/30/17		Efforts began in July 2019, but additional staff resources are necessary.
	3.e. Create a pilot revitalization project for Southwinds Neighborhood.	3.d.1 Provide 1-year update to City Council on Southwinds Neighborhood revitalization.	Jeri Williams (Police Chief)	9/30/2016		Report was presented to the City Council.
		3.d.2 Develop criteria to select other neighborhoods for neighborhood revitalization projects	Jeri Williams (Police Chief)	3/30/2017		Staff lacks resources for this effort.

	3.f. Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events	3.f.1 Obtain guidance from City Attorney on authority and parameters of a co-sponsorship policy.	Stephen Fischer (City Attorney)	12/31/2016		Initial internal advice did not result in draft policy.
3. Strengthen neighborhood development, and connect City, community and culture.	3.f. <i>(Continued)</i> Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events	3.f.2 Create a community event calendar that would be accessible through the City's website.	Delana Gbenekama (Communications Manager)	8/31/2016		The City's website features events hosted by the City. The legal and technical issues regarding hosting third-party events have not been vetted.



QUALITY OF LIFE STRATEGY

Purpose: To build relationships within the community that create safe and vibrant neighborhoods which will showcase the promising future of Oxnard.

GOAL 1

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

Objectives

1. Create a renewed focus on police/community relations with underserved communities and youth population.
2. Explore alternatives for youth through recreation programs and intervention services.
3. Highlight our continued efforts to address Domestic Violence.
4. Examine options for long term sustainability of our public safety services to ensure an efficient public safety service delivery model.
5. Develop a rental inspection program.

Performance Measures

1. Increase the city's social media followers by 10% each year
2. City will increase the number of community event collaborations by 5% each year

GOAL 2

Address homelessness through the development and implementation of a multi-tiered strategy.

Objectives

1. Identify the City's homelessness mission and create a 5-year plan to address homelessness.

Performance Measures

1. Creation and implementation of 10-year plan to address homelessness by 6/30/2017.

GOAL 3

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

Objectives

1. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.
2. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.
3. Improve our methods of communicating with residents, businesses, and neighborhoods (e.g. leverage social media and tools like Nextdoor).
4. Create a pilot revitalization project for Southwinds Neighborhood.
5. Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events.

Performance Measures

1. Present minimum of four (4) presentations to C.R.C. on public safety topics in FY 2016-2017.
2. City will activate 2 new Neighborhood Watch programs



Summary of
City Council 5-Year Priorities
2016-2020

January 5, 2021

5-Year Council Priorities: 2016-2020
Summary

2

FOUR CATEGORIES

Quality of Life

Economic Development

Organizational Effectiveness

Infrastructure and Natural Resources

5-Year Council Priorities: 2016-2020

Summary

3

Quality of Life

Build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard.

5-Year Council Priorities: 2016-2020

Summary

4

Economic Development

Develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character.

5-Year Council Priorities: 2016-2020

Summary

5

Organizational Effectiveness

Strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public.

5-Year Council Priorities: 2016-2020

Summary

6

Infrastructure and Natural Resources

Establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding.

5-Year Council Priorities: 2016-2020

Summary

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QUALITY OF LIFE STRATEGY

Purpose: To build relationships within the community that create safe and vibrant neighborhoods which will showcase the promising future of Oxnard.

GOAL 1

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

Objectives

- Create a renewed focus on police/community relations with underserved communities and youth population.
- Explore alternatives for youth through recreation programs and intervention services.
- Highlight our continued efforts to address Domestic Violence.
- Examine options for long term sustainability of our public safety services to ensure an efficient public safety service delivery model.
- Develop a rental inspection program.

Performance Measures

- Increase the city's social media followers by 10% each year.
- City will increase the number of community event collaborations by 5% each year.

GOAL 2

Address homelessness through the development and implementation of a multi-tiered strategy.

Objectives

- Identify the City's homelessness mission and create a 5-year plan to address homelessness.

Performance Measures

- Creation and implementation of 10-year plan to address homelessness by 6/30/2017.

GOAL 3

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

Objectives

- Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.
- Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.
- Improve our methods of communicating with residents, businesses, and neighborhoods (e.g. leverage social media and tools like Nextdoor).
- Discuss CAG goals at respective CAG meetings and develop an action plan for annual implementation.
- Create a pilot revitalization project for Southwinds Neighborhood.
- Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events.

Performance Measures

- Present minimum of four (4) presentations to C.R.C. on public safety topics in FY 2016-2017.
- City will activate 2 new Neighborhood Watch programs.

5-Year Council Priorities: 2016-2020

Summary

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ECONOMIC DEVELOPMENT STRATEGY

Purpose: To develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character.

GOAL 1

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

Objectives

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

Performance Measures

- Increase in annual number of new businesses opened in Oxnard by 5%.

GOAL 2

Enhance business development throughout the City.

Objectives

- Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.
- Improve relationships and communication between the City and the business community.
- Capitalize on historic, cultural and natural resources.
- Public safety will collaborate with the business community to promote an environment that supports economic development.

Performance Measures

- Increase business tax revenue by 10% in two years.

GOAL 3

Enhance business retention and attraction.

Objectives

- Implement an economic development plan for attracting and retaining business.

Performance Measures

- 5% improvement in City's annual retention rate.

GOAL 4

Implement a "one stop shop" effort at the City's Service Center.

Objectives

- Streamline internal process to ensure government efficiencies.

Performance Measures

- Turnaround time for 1st plan checks is less than 4 weeks 90% of time.
- Turnaround time for discretionary permits is less than 6 months 90% of the time.
- Customer satisfaction surveys with approval ratings over 85%.

GOAL 5

Revitalize Oxnard's downtown and pursue economic development opportunities.

Objectives

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

Performance Measures

- 5% increase in number of visitors/tourists to Oxnard for the next two years.

5-Year Council Priorities: 2016-2020

Summary

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ORGANIZATIONAL EFFECTIVENESS STRATEGY

Purpose: To strengthen and stabilize the organizational foundation in the areas of Finance, Information Technology, and Human Resources, and improve workforce quality while increasing transparency to the public.

GOAL 1

To help foster a healthy and accountable corporate foundation by strengthening the support functions, which include Finance, Information Technology and Human Resources.

Objectives

- Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by Council in July, 2015, and provide periodic reports to Council on the status of the implementation plans.
- Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law and Council policy is adhered to.
- Develop written procedures to address Internal Control recommendations from Auditor.
- Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.

Performance Measures

- Address 40% of all organizational assessment recommendations by end of Fiscal Year 2016-17.
- Complete 90% of Priority 1A assessment recommendations.

GOAL 2

Increase transparency with Council, community, and staff related to the City's budget and financial management processes.

Objectives

- Initiate a priority based budgeting program incorporating departmental performance measures and the Council Strategic priorities.
- Prepare Quarterly Budget Updates and have month-end financial reports available via City's Website.
- Create a standardized template to present financial and other data to the general public.

Performance Measures

- Report assessment progress to Council during all 4 quarters of Fiscal Year 2016-17.
- Complete at least 2 of the performance audits in Fiscal Year 2016-17 (PACC, Golf Course, City Corps, Worker's Comp).

GOAL 3

Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.

Objectives

- Develop a training program that focuses on strengthening the effectiveness of supervisory/ management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures.
- Develop a talent development initiative that engages, trains, transforms, and works collaboratively with mid-managers to change the organizational culture into one that focuses on a high performing organization.
- Develop an employee recognition program that recognizes talent developers, high performers, and employees that exhibit the values of the organization.
- Establish a Leadership Development Team (LDT) with the purpose of identifying and growing internal leaders to fill future vacancies & attract talent into the organization.

Performance Measures

- Hold 2 employee recognition events in Fiscal Year 2016-17.
- Provide upgraded employee orientation training to 100% of new hires during Fiscal Year 2016-17.
- Written internal control procedures are being followed at least 75% of the time.

5-Year Council Priorities: 2016-2020

Summary

10



INFRASTRUCTURE AND NATURAL RESOURCES STRATEGY

Purpose: To establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding.

GOAL 1

Ensure Master Plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objectives

- Complete the Public Works Integrated Master Plan.
- Develop master plans for other City facilities and vehicles.

Performance Measures

- Ensure integrated master plan is at least 70% implemented.

GOAL 2

Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and stormwater.

Objectives

- Develop a City-wide asset management program.
- Develop an asset management funding plan.
- Sell unneeded City assets.

Performance Measures

- Reduce maintenance backlog by 20% annually.

GOAL 3

Ensure funding is adequate to meet the goals of the master plans.

Objectives

- Maximize funding sources.
- Set rates and fees to fully recover cost.

Performance Measures

- Increase number of grants applied for by 10%.

GOAL 4

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

Objectives

- Implement CIP plans.
- Catch up on deferred maintenance for City facilities.

Performance Measures

- Complete 20% of CIP projects.
- Reduce maintenance backlog by 20%.

GOAL 5

Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objectives

- Develop and implement a sustainability program.
- Protect ocean and waterways.

Performance Measures

- Ensure coastal plan is at least 25% implemented.

5-Year Council Priorities: 2016-2020 Report Card

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131
Actions/Tasks

Were assigned to various City departments.

OXNARD QUALITY OF LIFE STRATEGIC PRIORITY AREA
FY 1617 and FY 1718 TWO-YEAR BUSINESS PLAN

Purpose: To build relationships and create opportunities within the community for safe and vibrant neighborhoods which will enhance the promising future of Oxnard.

STATUS: **COMPLETE** (100%)

Goal	Objective	Action/Task	Last Seen	Due Date	Status	Comments
1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1a. Create a renewed focus on public safety through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1.a.1 Enhance and emphasize the Youth Academy held twice annually and organized by Oxnard School Resource Officers. Integrate youth from the Academy into a newly developed "Summer at City Hall" program.	Eric Sorenson (Assistant Police Chief)	9/30/2016	Complete	The Youth Academy was held twice a year and the COVID-19 pandemic. The Summer at City Hall program was held successfully from 2016-2018 before City Hall's closure.
		1.a.2 More effectively use the School Resource Officers by having them work closely with the Chief of Youth Safety, Youth Director Council, and P.A.L.	Jason Benites (Assistant Police Chief)	12/01/2017	Complete	This was completed including the creation of a new position, the Youth Engagement Officer, unfortunately in 2020, the ORO terminated their ORO contract.
		1.a.3 Identify police officers that can serve as community representatives to underserved communities.	Eric Sorenson (Assistant Police Chief)	12/31/2018	Complete	New officers currently serving as liaisons to the underserved populations, the ORO community, and the African American community.
		1.a.4 Increase emphasis on recruiting and hiring local Oxnard residents for Police, Fire and Public Works.	Eric Sorenson (Assistant Police Chief)	12/31/2018	Complete	The Police Department has continued to emphasize local hiring with over 75% of the police officers that have been hired in the last 4 years having been born, attended school, or currently living in Oxnard.

OXNARD ECONOMIC DEVELOPMENT STRATEGIC PRIORITY AREA
FY 1617 and FY 1718 TWO-YEAR BUSINESS PLAN

Purpose: To develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character.

STATUS: **COMPLETE** (100%)

Goal	Objective	Action/Task	Last Seen	Due Date	Status	Comments
1. Create vibrant and economically sustainable, industrial and retail industries throughout the City.	1.a. Create and implement a City-wide economic development strategy.	1.a.1 Create and implement a City-wide economic development strategy.	Kimberly Horner (Economic Development Director)	7/1/18	Complete	Oxnard Strategy provided to the EDC on March 24, 2020. COVID-19 and the EDC Strategy will need to be updated.
		1.a.2 Develop a webpage to include a list of commercial, industrial, and retail vacancies available to potential companies searching for new locations within the City.	Kimberly Horner (Economic Development Director)	7/1/17	Complete	Efforts underway but additional staff resources are necessary to maintain website updates.
		1.a.3 Create a current list of City and Successor Agency assets available for disposition or for disposition and development.	Kimberly Horner (Economic Development Director)	7/1/16	Complete	If the California Department of Finance approves pending actions there will be 2 remaining successor agency assets that will be offered on the open market in 2021.
		1.a.4 Work with EDC and the Chamber of Commerce to promote visiting.	Kimberly Horner (Economic Development Director)	12/12/16	Complete	EDC VC is now "Economic Development Collaborative" Economic Development (EDC) continues to work with EDC and the Chamber and

ACTION/TASK STATUS

- = **COMPLETE (100%)**
 = **IN PROGRESS (50%)**
 = **NO PROGRESS (0%)**

OXNARD INFRASTRUCTURE AND NATURAL RESOURCES STRATEGIC PRIORITY AREA
FY 1617 and FY 1718 TWO-YEAR BUSINESS PLAN

Purpose: To establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding.

STATUS: **COMPLETE** (100%)

Goal	Objective	Action/Task	Last Seen	Due Date	Status	Comments
1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.	1.a. Complete the Public Works Integrated Master Plan.	1.a.1 Complete Water, Wastewater, and Storm Water master plans.	Daniel Rudberg (Assistant Public Works Director)	6/30/16	Complete	
		1.a.2 Complete the Pavement Management Plan.	Daniel Rudberg (City Engineer)	5/30/16	Complete	Pavement Management Plan completed by FY 16/17 and updated annually.
		1.a.3 Complete the Environmental Resources (ER) Master Plan.	Daniel Rudberg (Assistant Public Works Director)	6/30/17	Complete	
		1.a.4 Complete a city-wide Parks Master Plan.	Daniel Rudberg (Assistant Public Works Director)	12/31/16	Complete	30% complete. Schedule for Parks, Rec, & Community Services Commission on December 5, 2020. PWTC in January City Council in February. Currently seeking input from community at https://www.oxnardcity.org/infrastructure-and-natural-resources-master-plan



ORGANIZATIONAL EFFECTIVENESS STRATEGIC PRIORITY AREA

FY 1617 and FY 1718 TWO-YEAR BUSINESS PLAN

Purpose: To strengthen and stabilize the organizational foundation in the areas of Finance, Information Technology, and Human Resources, and improve workforce quality while increasing transparency to the public.

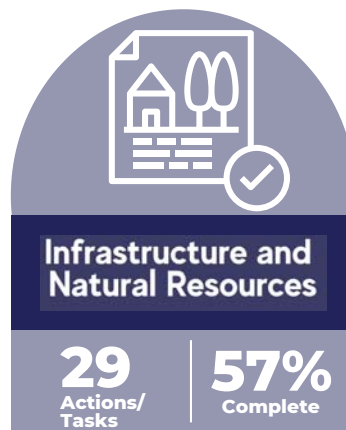
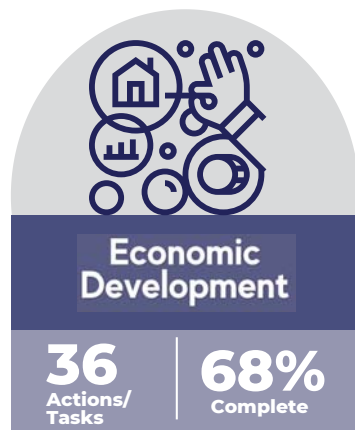
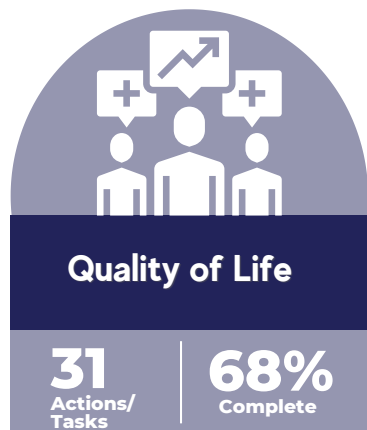
STATUS
 COMPLETE
 IN PROCESS
 NO PROGRESS

Goal	Objective	Action/Task	Last Seen	Due Date	Status	Comments
1. To help foster a healthy and sustainable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.	1a. Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation of the 128 recommendations outlined in the implementation Action Plan in order of prioritization, 1A, 1B, and 2.	1.a.1 Quarterly progress report to Council and annual implementation of the 128 recommendations outlined in the implementation Action Plan in order of prioritization, 1A, 1B, and 2.	Jimma Nava (Assistant City Manager)	Priority 1A - 12/21/16 Priority 1B - 6/15/16 to 8/1/16 Priority 2 - 8/1/16 to 4/1/17		Supplanted by 183 audit findings from the City's independent financial audit firm Sage & Hume for the fiscal years ending June 30, 2015, 2016, 2017, 2018 and 2019, and supplemented by supplemental updates to City Council on the Corrective Action Plan.
		1.a.2 Monitor and track that recommendations are implemented by respective departments.	Jimma Nava (Assistant City Manager)	6/30/16		Finance provided 6-month Corrective Action Plan updates.

5-Year Council Priorities: 2016-2020 Report Card

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Using this methodology, the **City has completed approximately 55% of all actions/tasks.***



*Staff acknowledges this is a rough estimation

5-Year Council Priorities: 2016-2020

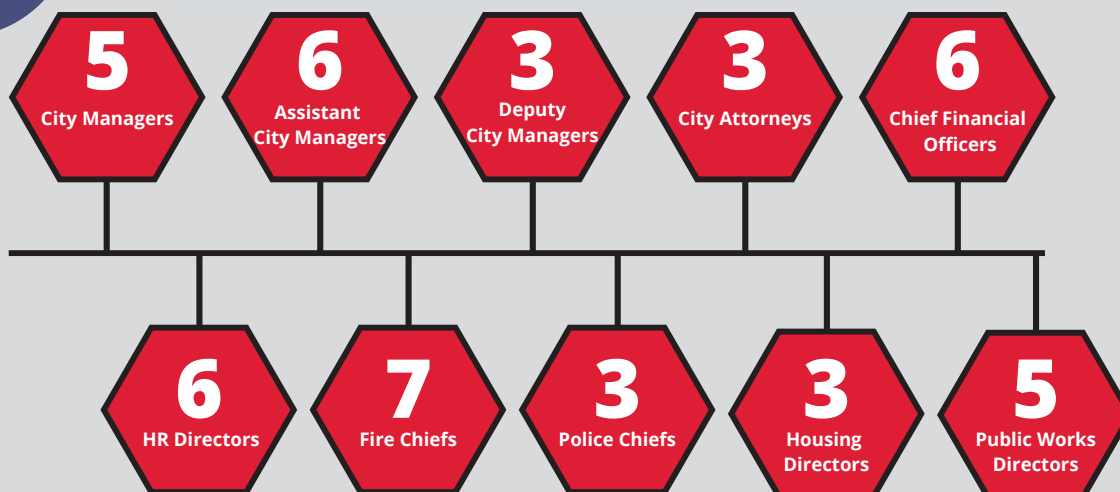
City Manager Perspective

13



Management Turnover and Layoffs

10 YEARS OF LEADERSHIP INSTABILITY



5-Year Council Priorities: 2016-2020

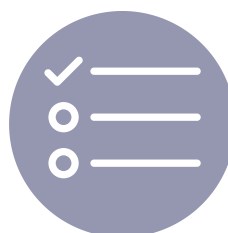
City Manager Perspective

14



131 Actions/ Tasks

Too many lofty and unwieldy assignments



Completion Rate

While some results appear low in % completed, they do not accurately reflect the time and effort invested by staff



Inadequate Resources

Priorities lacked matching budget and staff resources



Immeasurable

Many priorities were difficult to measure and report progress

5-Year Council Priorities: 2016-2020

City Manager Perspective

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Examples of Progress

1 Oxnard PD lowered crime rates 4 years in a row & in the midst of pandemic and civil unrest	2 Oxnard FD coordinated COVID-19 safety response for City employees and facilitated 15K antibody tests	3 City Attorney's Office protected investments in Wastewater Treatment facility by prevailing in Measure M lawsuit	4 Finance Department received no new material weaknesses in 2019 audit	5 Community Development worked to support completion of Amazon deal	6 Community Development received Short-Term Rental Policy approval from City Council	7 Community Development assisted with updating the Development Impact Fees	8 Billing & Licensing Department streamlined taxi cab, vendor, dance and adult business permit renewal and payment process
9 Human Resources completed sexual harassment training of over 1,000 non-supervisory employees	10 IT implemented new ERP system and launched ExecuTime (online timesheets)	11 IT received Fiber Master Plan approval from City Council	12 Housing provided 120 beds every night, and offered services and meals to homeless throughout the pandemic	13 Housing initiated comprehensive street outreach program and focused on transitioning chronically homeless towards stable housing	14 Public Works applied for & was awarded \$8.5 grant for Campus Park	15 Public Works completed Wastewater Treatment Plant Emergency Repairs	16 Public Works completed permitting for ASR recycled water inject project

Looking Ahead to Setting 2021-2025 Council Priorities⁶

Proposed Framework

January 2021

COMMITTEES

February 2021

CONTINUE
COMMUNITY SURVEY

February 2021

CITY COUNCIL
SPECIAL WORKSHOP

March 2021

CITY COUNCIL
ADOPTION

Looking Ahead to Setting 2021-2025 Council Priorities⁷

Proposed Framework

**TURN CITY HALL INTO
A HIGH FUNCTIONING
ORGANIZATION**



**RESTORE LEVELS OF
SERVICE NEEDED
FOR COMMUNITY**



**ASPIRE TO ADD A FEW
MAJOR INVESTMENTS
TO MAKE THE CITY A
BETTER PLACE FOR ALL**



Food for Thought

Priorities are not a laundry list of wishes and desires

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FOCUS ON 5-YEAR WINDOW

Make aspirational choices that are achievable and measurable.

MATCH WITH RESOURCES

Priorities should be matched with sufficient resources -- existing and new.

BE MEASURABLE

Priorities should include metrics.

INCLUDE A TIMELINE

Progress should be tracked within the next five years.

ALIGN WITH MEASURE E

Priorities should align with Measure E's restorations and investments.

BE REFLECTED IN BUDGET

The priorities and the Measure E choices will inform and should be reflected in the annual budget.

CITY OF OXNARD
CALIFORNIA

Proposed Measure E Spending

The City Manager would recommend the following spending priorities to the City Council:

MAINTAINING 911 SAFETY/ EMERGENCY RESPONSE



- Maintain 911 emergency response times
- Maintain fire protection services
- Restore and possibly increase paramedic squads

RESTORING LANDSCAPING SERVICES



- Proper maintenance of parkways and medians
- Proper tree trimming cycle
- Proper watering & maintenance of parks

SECURING LONG-TERM FINANCIAL SUSTAINABILITY



- Replenish the City's financial reserves
- Improve financial accountability & expand transparency
- Improve the City's ability to be self-sufficient and respond quickly and efficiently to natural disasters such as earthquakes and wildfires

KEEPING PUBLIC SPACES CLEAN AND SAFE



- Proper maintenance of City parks and public spaces
- Restore Neighborhood Police program
- Increase homeless intervention

RETAINING & ATTRACTING LOCAL BUSINESSES & JOBS



- Create new Zócalo in South Oxnard
- Renovate 4th St. between Downtown and train station

RESTORING YOUTH AND SENIORS PROGRAMS



- Restore youth and senior programs
- Build the Council-approved new Senior Center
- Renovate the multi-service center at Camino del Sol
- Reopen the Carnegie Art Museum

RESTORING CITY INFRASTRUCTURE



- Restore proper street paving cycle
- Maintain alleys
- Repair seawalls

ADDRESSING HOMELESSNESS



- Increase ability to address homelessness in Oxnard
- Help families and residents in transition
- Fund enforcement programs to help get people off of streets and parks and into appropriate housing and support programs

RECOVERY AND RELIEF



- Improve public health emergency preparedness
- Prepare for emergencies like the COVID-19 outbreak through work with community health service providers

September 22, 2020



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.4

DATE: January 5, 2021

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Appointment of Council Committee Membership, Including Committee Chairs. (5/5/5)

RECOMMENDATION

That the City Council discuss Council Committee Membership, including Committee Chairs, and make appointments to fill the committees.

BACKGROUND

The City Council adopted Ordinance No. 2949 in November 2018, establishing the new Council Committee meeting structure, effective in January 2019. Government Code section 40605 provides that the Mayor, with the approval of the City Council, shall make all appointments to committees.

DISCUSSION

During consideration of this agenda item, Councilmembers can discuss their interest in Committee assignments. Also, the Mayor can bring forth a slate of proposed Membership, including the Chairpersons, for consideration by the City Council.

CITY COUNCIL MEETING STRUCTURE

The City Council holds full Council meetings on the 1st and 3rd Tuesday evenings of each month, and the Council Committees meet on the 2nd and 4th Tuesdays of each month.

The Council Committee meetings are held in the Council Chambers, conducted in similar fashion as a regular Council Meeting, with formal agendas published consistent with the City's Sunshine Ordinance, provide a public comment period, and provide for public comment on specific agenda items.

The Council Committees and current meeting schedule are:

	COMMITTEE	2nd and 4th TUESDAY MEETING TIME
1.	Finance & Governance	9:30 – 10:45 a.m.
2.	Public Works & Transportation	11:00 a.m. – 12:15 p.m.
3.	Public Safety	2:00 p.m. - 3:15 p.m.
4.	Housing & Economic Development	4:30 p.m. - 5:45 p.m.
5.	Community Services	6:00 p.m. – 7:15 p.m.

At the time of publication of this report, the City was in the process of challenging the validity of Measure M, not the validity of the vote, but the validity of the substance of Measure M. Hence, pending the outcome of the challenge, the City's committee system and its schedule may change drastically.

The current Council Committee membership is:

	COMMITTEE	MEMBERSHIP
1.	Finance & Governance	Mayor – Chair CM1 CM6
2.	Public Works & Transportation	CM1 – Chair CM4 Mayor
3.	Public Safety	CM4- Chair CM2 - VACANT CM6
4.	Housing & Economic Development	CM3 – Chair CM5 Mayor
5.	Community Services	CM2 – Chair/VACANT CM3 CM5

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

1. Oxnard City Council Committee

Oxnard City Council Committees

Item L.4

COMMITTEE	MEMBERSHIP
9:30 – 10:45 a.m. Finance & Governance Committee	John C. Zaragoza – Chair Bert Perello Vianey Lopez
11:00 a.m. – 12:15 p.m. Public Works & Transportation Committee	Bert Perello – Chair Bryan MacDonald John C. Zaragoza
2:00 – 3:15 p.m. Public Safety Committee	Bryan MacDonald – Chair Vianey Lopez
4:30 – 5:45 p.m. Housing & Economic Development Committee	Oscar Madrigal – Chair John C. Zaragoza Gabriela Basua
6:00 – 7:15 p.m. Community Services Committee	Gabriela Basua – Chair Oscar Madrigal

Council Committees meet on the 2nd and 4th Tuesdays of each month in the Council Chambers (305 W. Third Street). Agendas are posted 7 days prior to the meeting at www.Oxnard.org/city-meetings/. For information or assistance please contact the City Clerk's office at (805) 385-7803.



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.5

DATE: January 5, 2021

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Options to Fill Council Vacancy (10/15/20)

RECOMMENDATION

That the City Council receive a report regarding the vacancy in the District 2 City Council seat and take one of the following options for filling the vacancy:

1. Direct staff to commence an appointment process.
2. Direct staff to prepare an agenda item to call a special election.
3. Approve the first reading by title only and waive further reading of an ordinance amending the City Code to allow for an appointed councilmember to serve until a special election is held.

BACKGROUND

The November 3, 2020, election has resulted in a vacancy in the District 2 Council seat. That vacancy will commence when Councilmember Ramirez assumes office as a Ventura County Supervisor.

Within 60 days of the commencement of a Council vacancy, Government Code section 36512(b) requires the Council to fill the vacancy either by appointment or by calling a special election. Whether appointed or elected, to be qualified to hold the Council office, the successor must be a resident of District 2 and a registered voter of the City.

Appointment

Because Councilmember Ramirez will vacate her Council seat in the second half of her term of City office, if the Council chooses to fill the vacancy by appointment, Government Code section 36512(b) provides that the appointee would hold office for the remainder of her term. If the City Council opts to fill the vacancy by appointment, the Brown Act requires any applicant interviews conducted by a majority of the City Council to be held in open session.

Calling a Special Election

If the Council chooses to call a special election, Government Code section 36512(b)(1) requires the special election to “be held on the next regularly established election date not less than 114 days from the call of the special election” and the person elected to fill the vacancy would hold office for the remainder of Councilmember Ramirez’s term, which ends in December of 2022. As recently amended to take effect January 1, 2021, Elections Code section 1000 sets the “regularly established election” dates for 2021 as:

“(b) The first Tuesday after the first Monday in March of each odd-numbered year.

...

(e) The first Tuesday after the first Monday in November of each year.”

The earlier established election date in 2021 (March 2, 2021) is less than 114 days from now, so a special election to fill the vacancy cannot be called for that date. Therefore, the next available established election date for a special election to fill the vacancy is November 2, 2021.

Option to Adopt Vacancy Procedure Ordinance

Government Code section 36512(c) provides that the City may enact an ordinance that provides any of the following options:

“(1) Requires that a special election be called immediately to fill every city council vacancy.... The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election.

(2) Requires that a special election be held to fill a city council vacancy ... when petitions bearing a specified number of verified signatures are filed. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the filing of the petition. A governing body that has enacted such an ordinance may also call a special election pursuant to (b) without waiting for the filing of a petition.

(3) Provides that a person appointed to fill a vacancy on the city council holds office only until the date of a special election which shall immediately be called to fill the remainder of the term. The special election may be held on the date of the next regularly established election or regularly scheduled municipal election to be held throughout the city not less than 114 days from the call of the special election.”

The City Council has not previously adopted an ordinance exercising the authority described above. Pursuant to Government Code Section 36937 and Elections Code Section 9235, ordinances relating to an election take effect immediately upon adoption, and are not subject to the 30-day delay in effective date that usually applies to ordinances. The third option listed above could provide a middle ground whereby District 2 can have an appointed representative until a special election is held in November of 2021.

Oxnard City Code sections 1-50 and 1-51 set the “general municipal election” date as follows:

“SEC. 1-50. MUNICIPAL ELECTION DAY.

Pursuant to Cal. Elections Code, Section 1301(b)(1), the general municipal election for all elected city officers shall be held on the same day as the general Statewide election.

SEC. 1-51. COMMENCEMENT.

Code section 1-50 shall apply in each even-numbered year unless repealed by the city council.”

Elections Code section 1001 provides statewide elections are held in March and November of an even-numbered year, therefore, the next *scheduled* municipal election following the vacancy will be in March of 2022. However, as noted previously, the next regularly *established* election date under Elections Code section 1000 is November 2, 2021.

Conclusion

The statutory procedures for filling a council vacancy are complex and the established election dates at which a special election can be held result in an extended vacancy for the District 2 Council seat. The City Council may by ordinance establish a procedure to fill Council vacancies, within the limits authorized by statute, or it may utilize the default statutory procedures to call a special election or appoint a successor. The Council must act by March 6, 2021, which is 60

days after the vacancy will have arisen.

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

A special election to fill a Council vacancy will likely be a stand-alone election, which the County Registrar of Voters estimates will cost \$93,000 plus legal publication costs. If necessary, an appropriation for a special election in November 2021 would be included in the FY 2021-22 Proposed Budget

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

1. Vacancy Ordinance.2021
2. Presentation 1.5.21_City Council Vacancy Timeline_FINAL

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING SECTION
2-3.1 TO CHAPTER 2 OF THE OXNARD CITY CODE REGARDING THE
FILLING OF COUNCIL VACANCIES

WHEREAS, Government Code section 36512(b) provides that the City Council may fill a vacancy on the City Council by either appointment or calling a special election; and

WHEREAS, Government Code section 36512(c) authorizes the Council to adopt an ordinance regarding the process for filling a vacancy on the City Council; and

WHEREAS, this ordinance relates to an election within the meaning of Government Code section 36937(a) and Elections Code section 9235(a).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Section 2-3.1 is hereby added to the City Code to read as follows:

“2-3.1. FILLING OF COUNCIL VACANCIES.

If a vacancy occurs on the city council, or in the office of mayor, and the city council determines to fill such vacancy by appointment, the person appointed to fill such vacancy shall hold office only until the date of a special election which shall immediately be called to fill the remainder of the term. The special election may be held on a date permitted by Government Code section 36512(c)(3).”

Part 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

Part 3. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council’s adoption of the ordinance.

Part 4. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Part 5. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _____ was first read on January 5, 2021, and finally adopted on _____, 2021, to become effective immediately in accordance with Government Code section 36937(a) and Elections Code section 9235(a).

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



City Council Vacancy OPTIONS AND TIMELINES

January 5, 2021



CITY COUNCIL VACANCY OPTIONS

2

Choices for filling the second half of the current term for District 2:

- 1. Appointment Now***
- 2. Special Election on November 2, 2021***
- 3. Adopt an Ordinance Allowing Appointment Now
and Calling for November 2, 2021 Special Election**

**Options 1 and 2 apply to elective offices (i.e. City Council, Mayor, Clerk and Treasurer)*

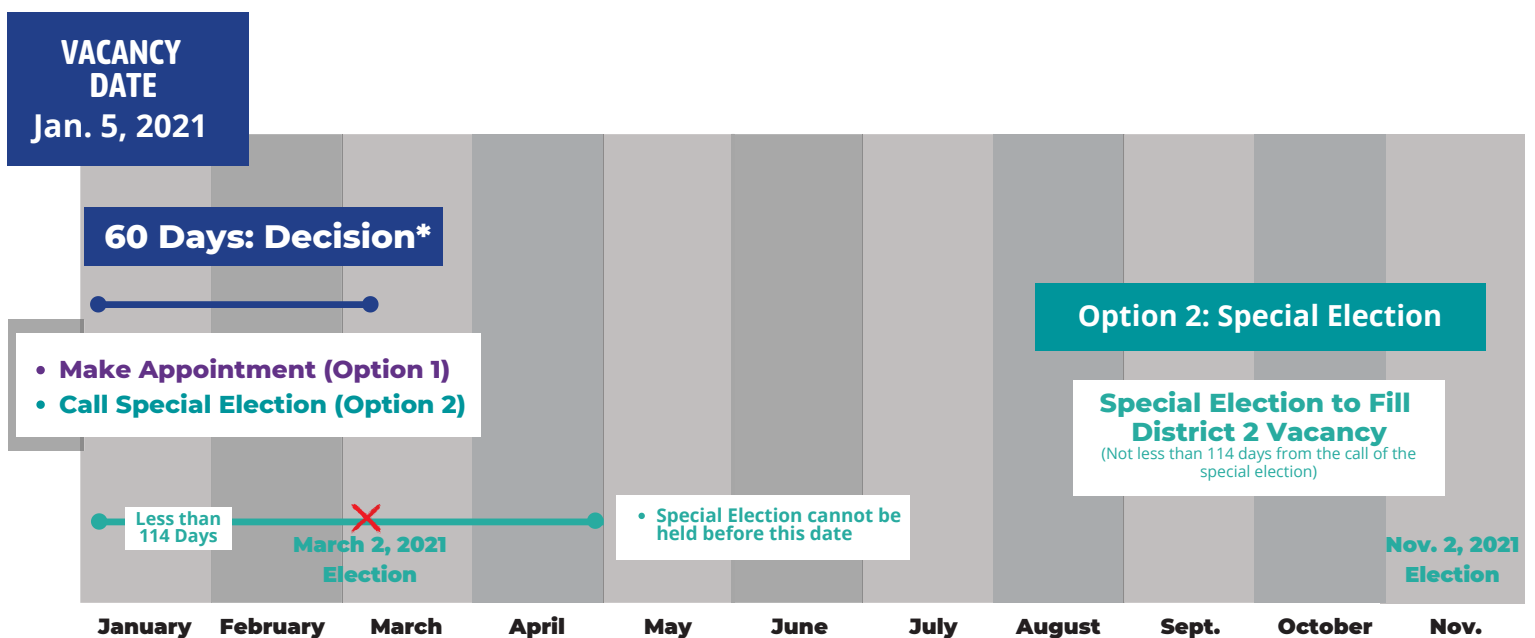
OPTION 3: ENACT AN ORDINANCE

3

State law authorizes the City Council to enact an ordinance that modifies the default statutory procedures to fill City Council vacancies (i.e. Councilmembers and Mayor).

CITY COUNCIL VACANCY TIMELINE

4

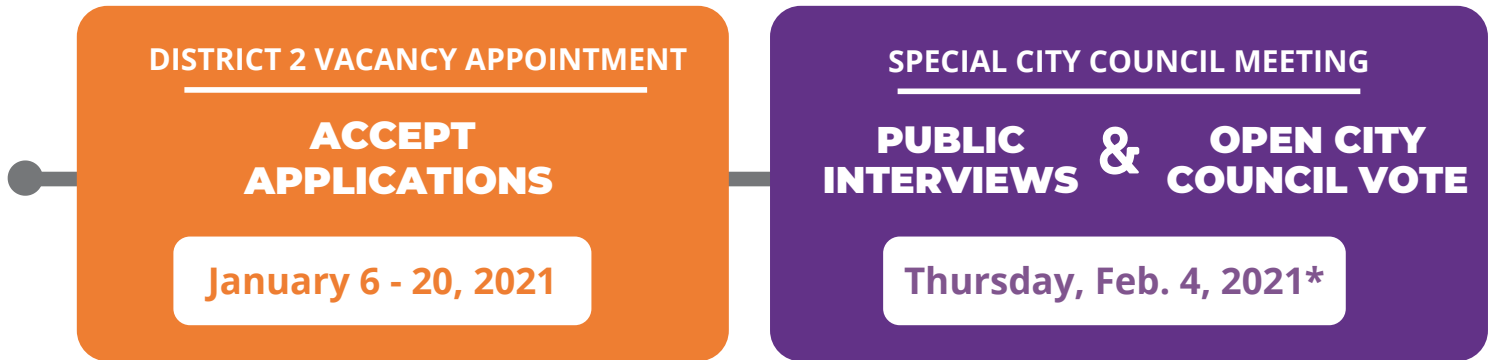


*Council must act by March 6, 2021

Option 1: Make Appointment

5

APPOINTMENT TIMELINE (60 DAYS)

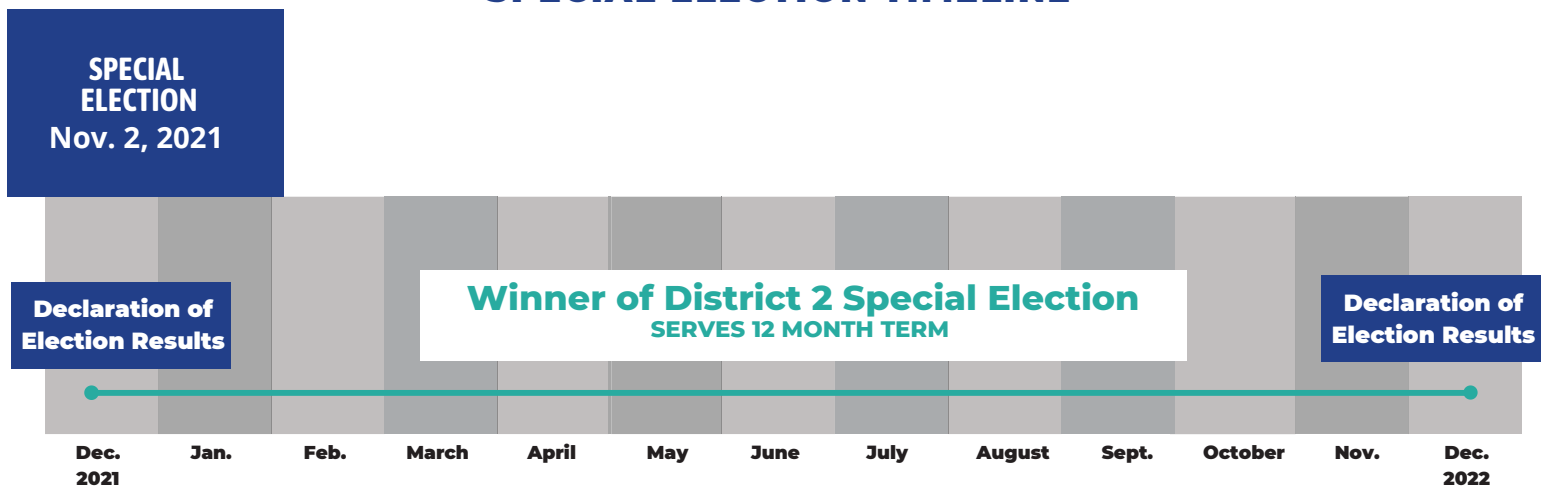


**Proposed date; Council must act by March 6, 2021*

Option 2: Special Election

6

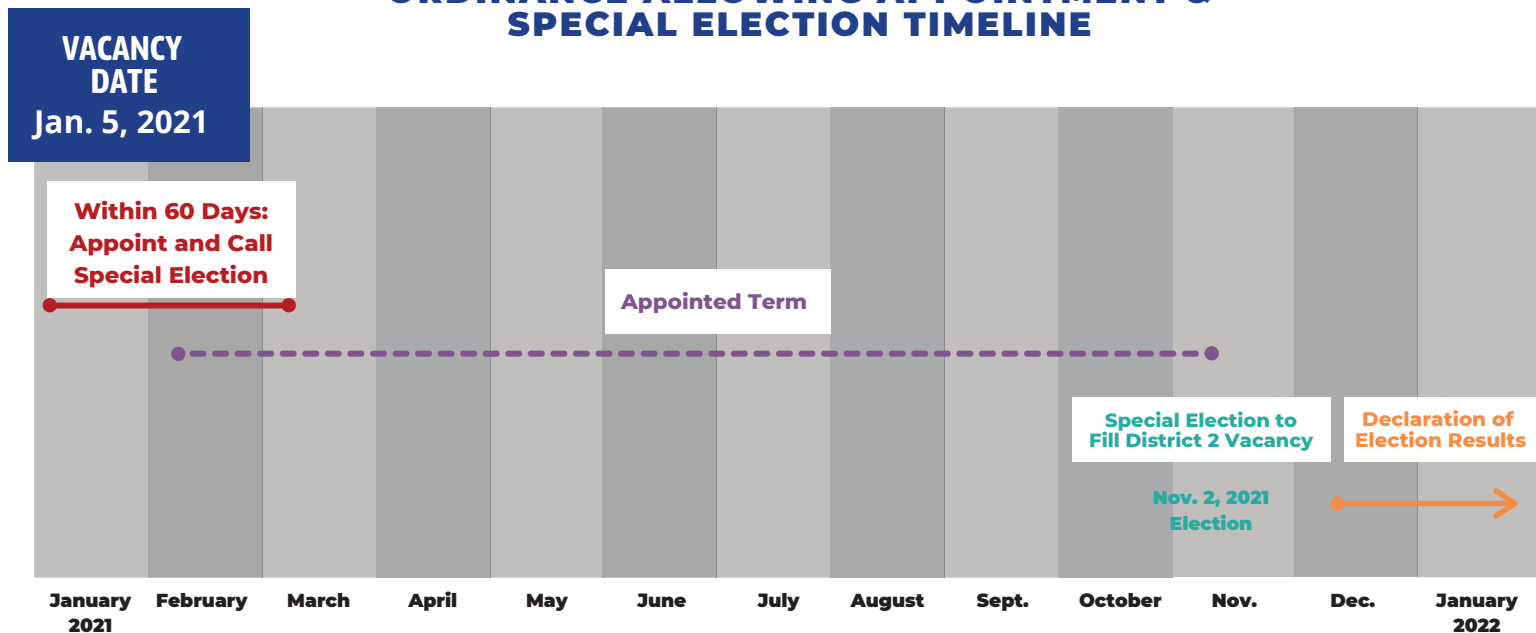
SPECIAL ELECTION TIMELINE



Option 3: Enact an Ordinance

7

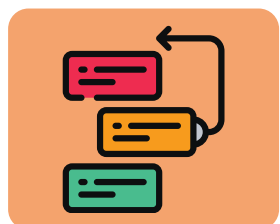
ORDINANCE ALLOWING APPOINTMENT & SPECIAL ELECTION TIMELINE



ISSUES FACING THE COUNCIL

8

In the next six months, the City Council will be:



**UPDATING 2021-2025
CITY COUNCIL
5-YEAR PRIORITIES**



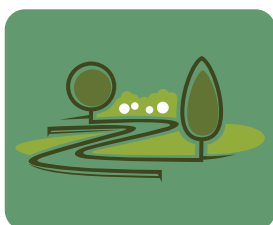
**MAKING DECISIONS ON
WHERE TO APPROPRIATE
MEASURE E**



**FORMULATING THE
BUDGET FOR FISCAL
YEAR 2021-2022**



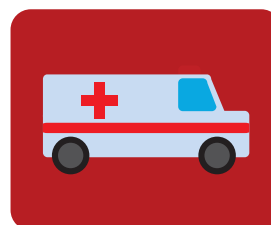
**DISCUSSING NEW
LANDFILL AGREEMENT**



**APPROVING PARKS
MASTER PLAN**



**DISCUSSING THE
HOMELESS SOLUTIONS
CENTER IN DISTRICT 2**



**DETERMINING THE
AMBULANCE CONTRACT**



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.6

DATE: January 5, 2021

TO: City Council

FROM: Alexander Hamilton, Interim Fire Chief, (805) 385-7708, alexander.hamilton@oxnard.org

SUBJECT: Fire Academy FY20/21. (10/10/5)

RECOMMENDATION

That City Council:

1. Receive a report from the Interim Fire Chief discussing the current level of vacancies, the need to re-establish our recruit training academy, and adding additional recruit firefighters to the academy cadre; and
2. Approve a budget appropriation of \$755,461 from Fund 104 Measure O (Half-cent Sales Tax).

BACKGROUND

The Fire Department received an allocation of \$711,998 in Measure O funds to provide a basic recruit academy in the 19-20 fiscal year. The department started a recruit academy on March 9, 2020 for 14 recruits. Unfortunately, the COVID-19 pandemic created a range of significant issues for both the city and the fire department. In March, the world didn't know much about the novel virus and how to ensure a safe training environment for the recruits. Additionally, the projections from Finance regarding incoming tax revenues made it clear that we needed to furlough the recruit academy.

Ultimately, the academy was furloughed with 10 recruits, after 2 pay periods. The department had invested \$212,852 in these recruits and an additional \$92,769 in personnel costs for the training academy as well as payroll costs for the recruits.

DISCUSSION

The department now has 15 vacancies which represents 14% of the staff assigned to fire stations. The negative impact to quality of life and increasing stress on personnel is unsustainable, firefighter safety is now at risk. The unfilled positions require coverage resulting in triple the number of mandated overtime shifts compared to one year ago. Firefighters have worked up to 25 days in a single month to ensure that all fire stations have the staff required to operate. To make matters worse Covid-19 safety protocols prohibit families from visiting the fire stations.

The cost for station coverage of the 15 vacant positions is \$2,322,334* annually. The cost to fill these positions with full time employees is \$1,403,174**, providing a cost avoidance of \$919,160 in one year. This significant investment is needed to ensure the department is adequately staffed to continue providing excellent service to our residents. These vacancies are primarily due to retirements; however, we also continue to lose employees to attrition to other agencies, including five in the last three years.

The department is always looking for ways to cut costs as we are acutely aware of the limited revenues the city receives. The department continues to work closely with our Operational Area partners on ways to coordinate. However there is simply no way to combine academies due to logistical issues, differences in operations and, most fundamentally, cost.

The projected cost for this upcoming academy is \$70,465 per recruit. The last academy costs from Ventura County Fire Protection District (VCFPD), held in 2017, was \$116,721 per recruit. The VCFPD academy is six weeks longer than Oxnard Fire.

The Fire Department is not requesting an increase in full time employees (FTE), this is to simply fill vacant positions. It is important to note that the department will need an additional basic recruit training academy in the first quarter of 2022 based on anticipated retirements and an increase in our FTE count provided by the Sakioka development.

*Calculation based on FY21 CFAA reimbursable rate

** Calculation based on employee splits for 13 first year Firefighters, 1 Engineer, 1 Captain as shown on FY20/21 employee splits

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 cost to restart the FY19-20 academy and increase the number of Firefighter Trainees to fifteen (15) is \$755,461. Funding will be provided from Fund 104 Measure O (Half-cent Sales Tax), which has sufficient fund balance as a result of recent unappropriations presented to City Council at its meeting of October 20, 2020.

COMMITTEE OUTCOME

Finance and Governance Committee approved 3-0.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

1. Academy FY20-21 Budget Appropriation
2. Presentation Academy PPT Council

REQUEST FOR BUDGET APPROPRIATION

Department: Fire
Project/Program
Manager: Hamilton

Date: January 11, 2021
Phone: x7700

Reason for Appropriation:

Appropriate budget for a Fire Academy to start in January 2021.

Accounts and Descriptions**AMOUNT**

Fund: 104 - MEASURE O

Expenditures/Transfers Out**FY20-21 FIRE ACADEMY (MO2214)**

104-2209-802.80-01	DIRECT LABOR-REGULAR	300,000
104-2209-802.80-03	PERSONNEL SERVICES / OVERTIME	5,000
104-2209-802.80-08	STATION COVERAGE	226,461
104-2209-802.80-41	EMPLOYEE BENEFITS	70,800
104-2209-802.80-43	PERS	22,000
104-2209-802.81-05	SUPPLIES - SAFETY	98,000
104-2209-802.82-09	SVCS - OTHER PROF/CONTRACT	33,200

Sub-total Expenditures 755,461

Net Change to Fund Balance (755,461)

Net Appropriation Change 755,461

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

12/23/2020

FIRE DEPARTMENT FY20/21 ACADEMY

Alexander Hamilton, Interim Fire Chief



RECOMMENDATION

That the Finance and Governance Committee recommend that City Council approve a budget appropriation of \$755,461 from fund 104 Measure O (Half-cent Sales Tax) to fund a Fire Academy for fifteen Firefighter Trainees.



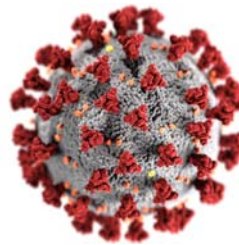
2

12/23/2020

BACKGROUND

FY19/20 ACADEMY CANCELLED DUE TO COVID-19

- Allocated \$711,998 in Measure O funds
- 14 recruits
- Started March 9, 2020
- Furloughed 10 recruits due to novel coronavirus after 4 weeks
 - During this time 2 have resigned



3

BACKGROUND

FY19/20 FURLOUGHED ACADEMY COST \$305,620

- \$73,105 – Hiring Costs
- \$97,873 – PPE
- \$30,100 – Uniforms
- \$11,733 – Supplies
- \$92,769 – Payroll



4

12/23/2020

DISCUSSION

THE TOLL OF 15 VACANCIES

- Represents 14% of station personnel
- Quality of life issues
- Increased stress at work and in personal life
- Firefighter safety is at risk
- Overtime mandates have tripled in one year
- Firefighters are working up to 25 days per month
- Covid-19 safety precautions prohibit families in the fire stations



5

DISCUSSION

THE FINANCIAL COST OF 15 VACANCIES

- \$2,322,334 Cost of station coverage for one year
- \$1,403,174 Cost to fill vacancies with full time employees



6

12/23/2020

DISCUSSION

REGIONAL ACADEMY IS MORE EXPENSIVE

- \$116,721 - Ventura County Fire Protection cost per recruit (2017)
 - Academy is six weeks longer than Oxnard Fire Department
- \$70,465- Oxnard Fire Department cost per recruit for FY19/20 furloughed academy and FY20/21 continuation



7

DISCUSSION

CONTINUED NEED FOR RECRUITMENT

- 15 recruits fills current vacancies
- Vacancies will continue due to attrition and retirements
- Future development will require additional staff to protect the City



8

12/23/2020

FISCAL IMPACT

MEASURE O REQUEST

Budget appropriation of \$755,461 from Fund 104 Measure O
(Half-cent Sales Tax)



9

**QUESTIONS?**



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. L.7

DATE: January 5, 2021

TO: City Council

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

SUBJECT: Award Agreement A-8266 to Teichert Energy & Utilities Group, Inc. for La Colonia Neighborhood Cast Iron Pipe Replacement Project PW 20-58. (5/5/5)

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to award and execute Agreement A-8266 with Teichert Energy & Utilities Group, Inc. for \$4,118,300 (base bid + additive items #32-37) for the La Colonia Neighborhood Cast Iron Pipe Replacement Project PW 20-58 Project No. 183107;
2. A Project contingency amount of \$411,830 for the La Colonia Neighborhood Cast Iron Pipe Replacement Project PW 20-58 Project No. 183107;
3. A Project allocation of \$411,830 for engineering, inspection, survey and project management for the La Colonia Neighborhood Cast Iron Pipe Replacement Project PW 20-58 Project No. 183107; and
4. Approve a budget appropriation in the amount of \$4,760,260 from the Water Operating Fund (601).

BACKGROUND

The La Colonia Neighborhood Cast Iron Pipe Replacement Project (Project) will replace 60 year old cast iron water pipes with PVC water pipes per the citywide cast iron pipe replacement program.

The Project consists of furnishing all necessary labor, materials, equipment, traffic control equipment, and other incidental and appurtenant work to abandon and replace the existing 4" up to 12" cast iron pipe waterlines and installing approximately 18,820 lineal feet (3.5 miles) of new PVC water main, removing 283 existing water services ranging in size from 1 to 2 inches to be replaced with new polyurethane (PE) services, replacement of 16 fire hydrants, installation of 24 water valve/air-vac/blow-off units, and the restoration of asphalt concrete pavement over the new water lines in the La Colonia Neighborhood.

The work is tentatively scheduled to begin January 2021 and to be completed within 75 working days. The Project Manager and City Inspector will work closely with the various neighborhood councils, businesses, and any other affected entities to keep them informed of the schedule. Additionally, door hanger notices will be placed at all of the residences within the Project area and signs will be posted along the work route.

CIP References:

Project No. 183107 - La Colonia Neighborhood Cast Iron Pipe Replacement- CIP 2020-2025 - Adopted June 16, 2020 - Page 152

DISCUSSION

This notice inviting formal bids (NIFB) on the Project was initially published on October 1, 2020, with bids due on November 3, 2020. The City received the following bids:

Teichert Energy & Utilities Group, Inc. \$4,118,300.00
 Toro Enterprises, Inc.: \$4,671,429.00
 J. Vega Engineering, Inc.: \$4,683,140.00
 Blois Construction, Inc.: \$7,303,025.00
 Christensen Brothers General Engineering, Inc.: \$8,693,108.50

Teichert's bid was \$4,098,000 but there was a mathematical error in calculating the total. The corrected total amount is \$4,118,300 and that is the amount that will be used for the contract.

The lowest bidder for this Project is Teichert Energy & Utilities Group, Inc. (Teichert), and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from the contractor and its subcontractors, verified possession of required current valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). At this time, the contractor or its subcontractors are believed to be legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, it is recommended that the City Council award the contract for this Project to Teichert.

The base bid of the Project includes the work items to furnish all necessary labor, materials, equipment and other incidental and appurtenant work to abandon and replace existing 4" up to 12" cast iron pipe waterlines, replacement of 1 to 2-inch service lines, removal and replacement of fire hydrants, installations of water valve/air-vac/blow-off, the restoration of asphalt concrete pavement in the La Colonia Neighborhood. Additionally, the packet requested pricing from bidders on possible additive items. These are items that, at the time of putting out the bid packet, staff was not certain would be needed, for reasons that will be explained below. There were a total of 6 additive items. Additive items #32, #33, and #35 are for existing subgrade excavation and stabilization because based on previous project experience the subgrade within areas of Oxnard are unpredictable and unstable which may require these added efforts. Additive item #34 is to relocate an existing steel barricade which currently protects a fire hydrant. Additive item #36 is for furnishing and installing 18-inch steel casing in the event there are any unforeseen utility conflicts that require a change in alignment of the new waterline. Additive item #37 was for miscellaneous work to remove and replace failed pre-existing sewer and storm drain pipe with a cost allowance of up to \$15,000.

The City Engineer recommends Council approve the project including the base bid and additive items #32, 33, 34, 35, 36 and 37. The additives are being selected because there will likely be repairs, replacement or relocations of asphalt, concrete, and piping as a result of the work that is being performed. These additive items will allow for the Project to cover these conditions as they arise.

The base bid and additive alternative items #32, 33, 34, 35, 36 and 37 would amount to a contract total of \$4,118,300. Additional funds of \$411,830 is required for construction contingency (10% of the contract value) and \$411,830 for the cost for engineering support services and city staff time (10% of the contract value) to perform engineering, inspection, survey and project management (EISPM) services specific to this project during construction. The total estimated cost of this phase of the Project is \$4,941,960 (base bid + additive alternative items + contingency + EISPM).

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.

FINANCIAL IMPACT

The total cost for this phase of the Project is \$4,941,960 which includes the Agreement A-8266 with Teichert for \$4,118,300 and \$823,660 in both project contingency and EISPM funds. As of the date of this staff report, there is \$181,700 available from the Water Operating Fund 601 in Project No. 183107. The remaining cost to complete the project of \$4,760,260 will require a budget appropriation from the Water Operating Fund 601 available fund balance. The projected FY20-21 ending unassigned fund balance of the Water Operating Fund (601) is \$13 million after this appropriation request. The project includes \$2.75 million in previously appropriated Street Maintenance funding (Fund 105), which will be used for street resurfacing anticipated to begin in the summer of 2021.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8266 Teichert La Colonia PW 20-58
2. Budget Appropriation
3. La Colonia CIP Map
4. Presentation Colonia CIP Replacement

CONTRACT

CITY OF OXNARD CONTRACT FOR LA COLONIA NEIGHBORHOOD WATER CAST IRON PIPE REPLACEMENT PROJECT SPECIFICATION NO. PW 20-58

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TEICHERT ENERGY & UTILITIES GROUP, INC. ("Contractor"). Contractor's license number is 1051426.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as La Colonia Neighborhood Water Cast Iron Pipe Replacement Project Specification No. 20-58 ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of four million one hundred eighteen thousand three hundred dollars (\$4,118,300.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. 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 Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are 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 registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties’ duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

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

CITY OF OXNARD

TEICHERT ENERGY & UTILITIES GROUP, LLC

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

Thomas Griffith, CEO² _____ Date _____

Paula James, Secretary _____ Date _____

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

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

Agreement No. A-8266

Exhibit INS-G

**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(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 \$2,000,000 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.
2. 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-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. A-8266
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
3. 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.
4. 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-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance

Agreement No. A-8266

6. 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.
7. 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.
8. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **ASPECIFY COMPANY NAMES IN THIS SPACE**

COMPANY
LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8266
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

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

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

Telephone:

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
- ☐ COMPREHENSIVE GENERAL LIABILITY
- ☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE	AGGREGATE
-----------------	-----------

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
-
- ☐

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

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

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

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

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

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

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

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

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

- 2.1 Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or
- 2.2 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 A-8266

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 _____

[illegible]

Bond No.

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

(Name and address of Contractor) _____ (“Principal”)

a contract (the "Contract") for the Work described as LA COLONIA NEIGHBORHOOD WATER CAST IRON PIPE REPLACEMENT PROJECT SPECIFICATION NO. PW 20-58.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly
 and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers,
 and other persons employed in the performance of the Contract and referred to in Title 3
 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____
 _____ Dollars (\$ _____), this amount
 being not less than a hundred percent (100%) of the total Contract Price in lawful money of the
 United States of America, for materials furnished or labor thereon of any kind, or for amounts due
 under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay
 the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is
 brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable
 expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully
 enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to
 be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor

Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

 _____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as LA COLONIA NEIGHBORHOOD WATER CAST IRON PIPE REPLACEMENT PROJECT SPECIFICATION NO. PW 20-58.

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

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

(Name and address of Surety)

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

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

CITY OF OXNARD

BID SHEETS FOR LA COLONIA NEIGHBORHOOD WATER CAST IRON PIPE
REPLACEMENT PROJECT SPECIFICATION NO. PW 20-58Bidder's Name: Teichert Energy and Utilities Group, Inc dba Teichert Utilities

To the Honorable Mayor and Members of the City Council:

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

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (not to exceed 5% of the Total Bid Amount)	1001-3	LS	LUMP SUM	\$ 90,234	\$ 90,234
2	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	\$ 49,100	\$ 49,100
3	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	\$ 2,469.00	\$ 2,469.00
4	Install 12-Inch PVC Class 200	1407-3	LF	2,000	\$ 160 ⁰⁰	\$ 320,000
5	Remove And Replace 12-Inch PVC Class 200	1407-3	LF	100	\$ 155 ⁰⁰	\$ 15,500
6	Install 10-Inch PVC Class 200	1407-3	LF	7,200	\$ 126	\$ 907,200
7	Install 8-Inch PVC Class 200	1407-3	LF	8,500	\$ 122	\$ 1,037,000
8	Remove And Replace 8-Inch PVC Class 200	1407-3	LF	820	\$ 144 ⁰⁰	\$ 118,080
9	Remove And Replace 4-Inch To 6-Inch PVC Class 200	1407-3	LF	200	\$ 170 ⁰⁰	\$ 34,000
10	Abandon-In-Place Exist 10-Inch To 12-Inch CIP	1408-2	LF	5,655	\$ 2 ⁰⁰	\$ 11,310
11	Abandon-In-Place Exist 4-Inch To 8-Inch CIP	1408-2	LF	11,339	\$ 1 ⁰⁰	\$ 11,339
12	Install 12-Inch R.S. Gate Valve	1409-3.7	EA	8	\$ 5,000	\$ 40,000
13	Install 10-Inch R.S. Gate Valve	1409-3.7	EA	20	\$ 3,700.00	\$ 74,000.00

14	Install 8-Inch R.S. Gate Valve	1409-3.7	EA	68	\$ 2,580.00	\$ 175,440.00
15	Install 6-Inch R.S. Gate Valve	1409-3.7	EA	6	\$ 2,330.00	\$ 13,980.00
16	Install 3-Inch To 4-Inch R.S. Gate Valve	1409-3.7	EA	8	\$ 2,068.00	\$ 16,544.00
17	Remove And Replace Fire Hydrant	1410-4	EA	16	\$ 9,190.00	\$ 147,040.00
18	Remove And Reconnect Fire Hydrant	1410-4	EA	14	\$ 8,200.00	\$ 114,800.00
19	Replace 1-Inch Water Services (H2O Traffic)	1411-3	EA	117	\$ 1,880.00	\$ 219,960.00
20	Replace 1-Inch Water Services (Non-Traffic)	1411-3	EA	158	\$ 1,300.00	\$ 205,400.00
21	Replace 2-Inch Water Services (Non-Traffic)	1411-3	EA	8	\$ 2,900.00	\$ 23,200.00
22	Install Temporary Water Services Up To 2 Inches	1412-3	EA	26	\$ 2,400.00	\$ 62,400.00
23	Install 4-Inch Blow-Off Assembly	1414-2	EA	13	\$ 7,233.00	\$ 94,029.00
24	Install 2-Inch Air-Vacuum Assembly	1409-4.7	EA	11	\$ 8,618.00	\$ 94,798.00
25	Dewatering	1901-3	LS	LUMP SUM	\$ 14,700.00	\$ 14,700.00
26	Trench Safety	1902-3	LS	LUMP SUM	\$ 30,791.00	\$ 30,791.00
27	Paint Traffic Stripe (2-Coat)	1515-4	LF	2,800	\$ 3.00	\$ 8,400.00
28	Paint Pavement Marking (2-Coat)	1515-4	SQFT	1,500	\$ 8.00	\$ 12,000.00
29	Paint Street Parking Stripe (2-Coat)	1515-4	LF	400	\$ 3.00	\$ 1,200.00
30	Paint ADA Stripe Blue (2-Coat)	1515-4	LF	100	\$ 2.50	\$ 250.00
31	Install ADA (ISA) Symbol	1515-4	EA	5	\$ 200.00	\$ 1,000.00
BASE AMOUNT TOTAL: \$ 3,925,864⁰⁰						

1. **ADDITIVE ALTERNATIVE (Bid Item Numbers 32 Thru 37):** To be installed as required per Engineer's direction. Payment for these items shall be based on the actual quantities installed. All Bidders must provide bid item price for the Additive Alternative Bid Items listed.

ADDITIVE ALTERNATIVE ITEMS:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
32	Trench Stabilization	1903-4	TON	100	\$ 233.00	\$ 23,300.00
33	Unclassified Excavation	1120-4	CY	50	\$ 378.00	\$ 18,900.00
34	Relocate Existing Barricade (Steel Post)	1192-3	EA	2	\$ 4,593.00	\$ 9,186.00
35	Portland Cement Stabilized Grade	1106-5	CY	50	\$ 375.00	\$ 18,750.00
36	Furnish And Install 18-Inch Steel Casing, 3/8" Thick (Complete-In-Place)	1904-5	LF	30	\$ 2,900.00	\$ 87,000.00
37	Miscellaneous Work (Remove and Replace Failed - Pre-existing Sewer & Storm Drain Pipe)	1192-3	COST ALLOWANCE (Time and Material)			\$15,000.00
ADDITIVE ALTERNATIVE ITEM TOTAL: \$ 172,136.00						

Note: Items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.3. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT + ALL ADDITIVE ALTERNATIVE ITEMS

TOTAL BID PRICE IN DIGITS: \$ * 4,098,000⁰⁰

TOTAL BID PRICE IN WORDS: Four million, ninety eight thousand, and no cents.

*** The lowest Bid shall be the lowest Total Bid Price, including the Base Amount total and All Additive Alternative Items.

Contractor must complete all Work within seventy-five (75) Working Days of the City's Notice to Proceed.

*** Corrected contract amount is \$4,118,300 due to mathematical error in calculating bid total.**

REQUEST FOR ADMINISTRATIVE BUDGET ADJUSTMENT

Department: Public Works- Engineering
Date: January 5, 2020
Project/Program
Manager: Gianna Pourarien
Phone: 805-385-7675
Reason for Appropriation:

Budget appropriation to fund Teichert Agreement A-8266 for Project # 183107

Accounts and Descriptions
AMOUNT
Fund: 601 WATER OPERATING FUND
Expenditures/Transfers Out
PROJECT 183107 LA COLONIA PHII ST RESURG

601-6551.826.84.51	SVCS FROM OTHER PROGRAMS	411,830
601-6551.826.82.08	SVCS-CONSTRUCTION	4,118,300
601-6551.826.88.02	CONTRACTUAL AGREEMENT FOR CONTINGENCIES	230,130
	Sub-total Expenditures	4,760,260

Net Appropriations 4,760,260

Net Change to Fund Balance (4,760,260)

Approvals

Department Director

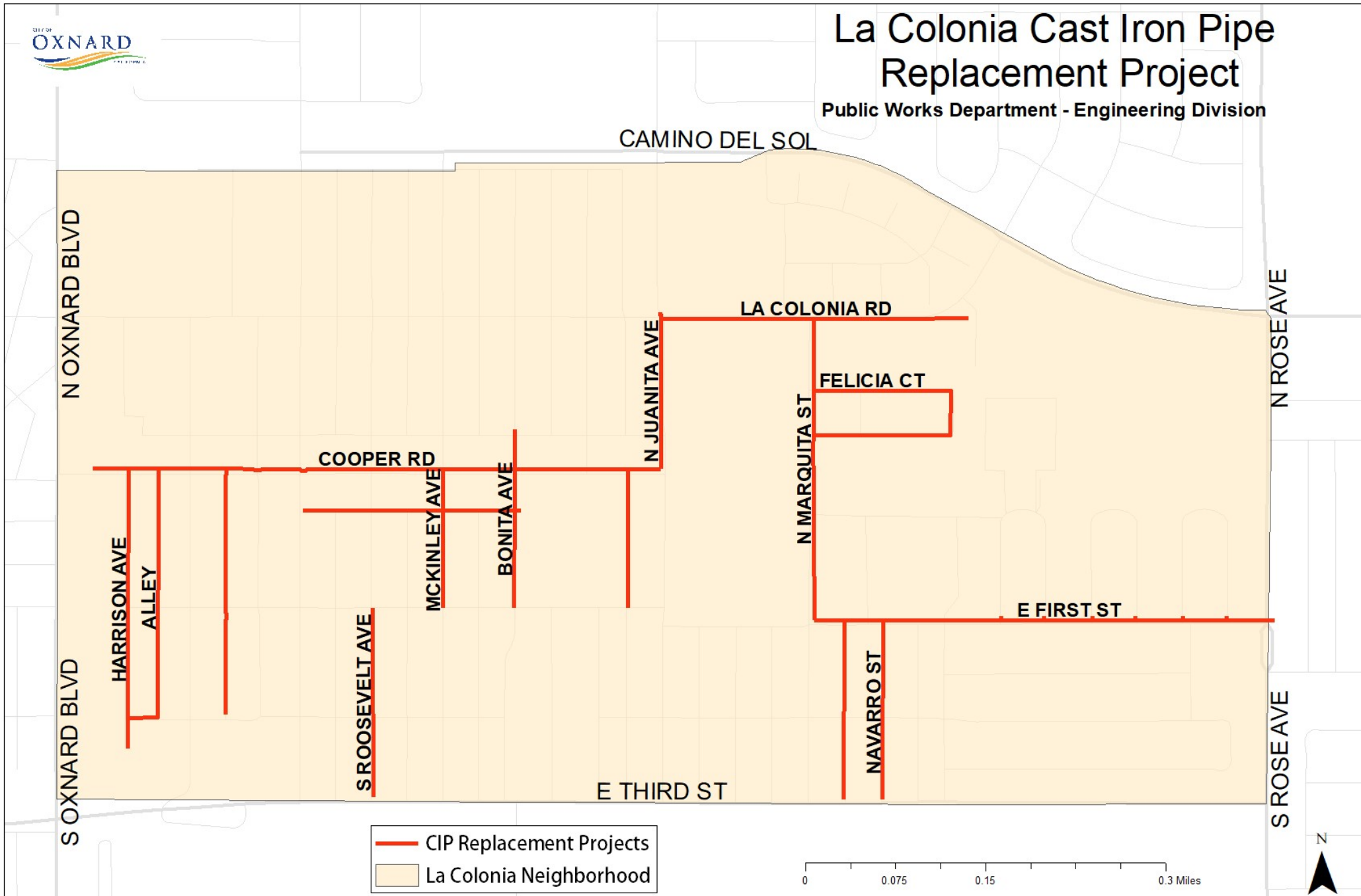
Chief Financial Officer

City Manager



La Colonia Cast Iron Pipe Replacement Project

Public Works Department - Engineering Division



AWARD AGREEMENT A-8266 TO TEICHART ENERGY & UTILITIES GROUP, INC. FOR THE LA COLONIA NEIGHBORHOOD CAST IRON PIPE REPLACEMENT PROJECT PW 20-58

Presentation to City Council

Tatiana Arnaout, PE, City Engineer

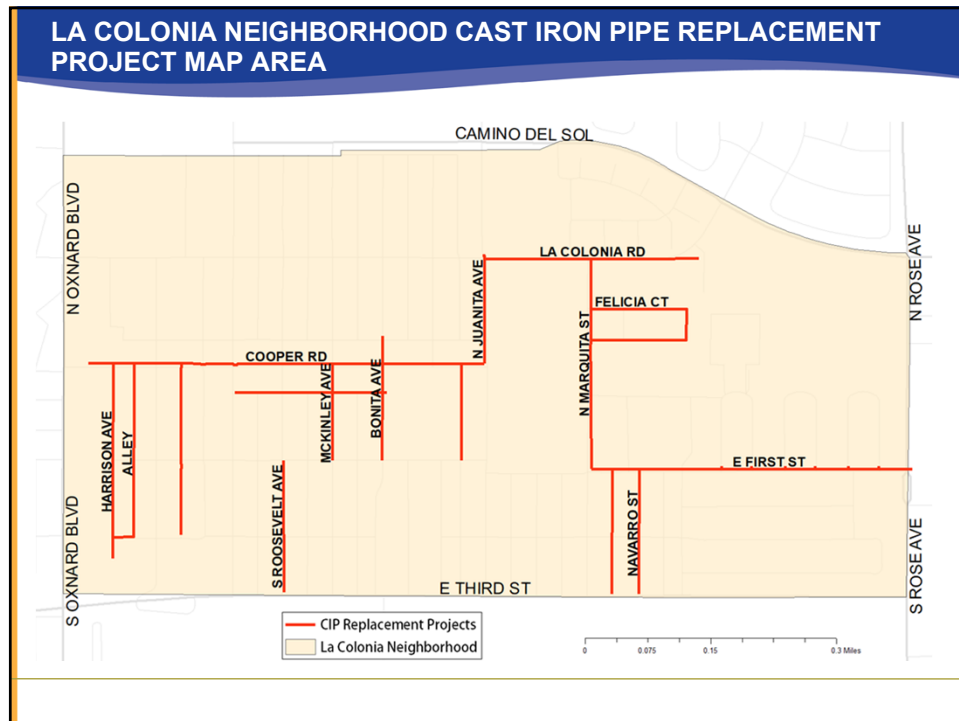
January 5, 2021



RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to award and execute Agreement A-8266 with Teichert Energy & Utilities Group, Inc. for \$4,118,300 (base bid + additive items #32-37) for the La Colonia Neighborhood Cast Iron Pipe Replacement Project PW 20-58 Project No. 183107;
2. A Project contingency amount of \$411,830 for the La Colonia Neighborhood Cast Iron Pipe Replacement Project PW 20-58 Project No. 183107; and
3. A Project allocation of \$411,830 for engineering, inspection, survey and project management for the La Colonia Neighborhood Cast Iron Pipe Replacement Project PW 20-58 Project No. 183107.
4. Approve a budget appropriation in the amount of \$4,760,260 from the Water Operating Fund (601).



BACKGROUND

La Colonia Neighborhood Cast Iron Pipe Replacement Project

- Will replace 60 year old cast iron water pipes with PVC water pipes per the citywide cast iron pipe replacement program
- The work will include:
 - Installation of ~18,820 lineal feet (~3.5 miles) of new PVC water main
 - Replacement of 283 existing water services with new polyurethane (PE) services
 - Replacement of 16 fire hydrants
 - Installation of 24 water valve/air-vac/blow-off units
 - Restoration of AC Pavement over the new water lines

BACKGROUND

- The cast iron pipe replacement project will be followed by the La Colonia Neighborhood Street Resurfacing Project in the Summer
 - Cooper Road and Colonia Road will not be part of resurfacing due to right-of-way issues that affect property owners along those corridors and prevent us from being able to pave the street while also providing sidewalks that meet ADA
 - ADA upgrades are required for the Gas Tax funding to qualify

BACKGROUND

Typical condition of existing 60-year old cast iron pipe



BACKGROUND

What to expect during construction:



Installation of new PVC water main and PE services

DISCUSSION

La Colonia Neighborhood Cast Iron Pipe Replacement Project

- The notice inviting formal bids (NIFB) for the project was published on October 1, 2020, with bids due on November 3, 2020.
- 5 bids were received and evaluated:

Teichart Energy & Utilities Group, Inc.	\$4,118,300.00
Toro Enterprises, Inc.	\$4,671,429.00
J. Vega Engineering, Inc.	\$4,683,140.00
Blois Construction, Inc.	\$7,303,025.00
Christensen Brothers General Engineering, Inc.	\$8,693,108.50

- Teichart Energy & Utilities Group, Inc. was found to be the lowest responsive bidder for this project

FINANCIAL IMPACT

- Total cost for the Project is \$4,941,960 and includes:
 - Agreement A-8266 with Teichart Energy & Utilities Group, Inc. for **\$4,118,300**
 - Project contingency of **\$411,830**
 - Engineering, inspection, survey and project management (EISPM) of **\$411,830**
- There is currently \$181,700 available from the Water Operating Fund 601 for this Project (Project No. 183107)
- The remaining cost to complete the project of \$4,760,260 will require a budget appropriation from the Water Operating Fund 601 available fund balance

QUESTIONS?