

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.



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
May 11, 2021
Regular Meeting - 8:30 PM to 10:00 PM
(TEMPORARY MEETING TIME CHANGE)

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.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities 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](https://www.youtube.com/oxnardnews). Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 2:00 p.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time. Requests to speak must be submitted no later than 2:00 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.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of 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. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. REPORTS

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: (Presentation / Committee Discussion / Public Comment)

1. Public Works Department

SUBJECT: Agreement A-8322 with Brightview Landscape Services, Inc. for Landscape Maintenance Service for Seabridge Community Facilities District 4.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8322 with Brightview Landscape Services, Inc. in the amount of \$912,444 for a three-year term ending on June 30, 2024 for landscape maintenance services within Seabridge Community Facilities District 4.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/br933vTTeAQ>

Contact: Craig Beck, (805) 385-8055

2. Public Works Department

SUBJECT: Agreement A-8315 with Brightview Landscape Services, Inc. for Landscape Maintenance Service for Waterways Assessment Districts Zone 1 Mandalay Bay and Zone 2 Harbour Island.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8315 with Brightview Landscape Services, Inc. in the amount of \$195,176 for a three-year term ending on June 30, 2024 for landscape maintenance services within Waterways Assessment Districts Zone 1 Mandalay Bay and Zone 2 Harbour Island.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/jrV4aw0x3IM>

Contact: Craig Beck, (805) 385-8055

3. Public Works Department

SUBJECT: Parks and Landscape Maintenance Update.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council receive a report on the Parks and Landscape Maintenance plan, provide input and direct staff to:

1. Identify funding to support improving parks and landscape maintenance at a **Base Level of Service**, which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, and annual grid pruning of trees within the parkways and medians of the arterial streets. It is anticipated this will cost an additional **\$2.98 million annually**; or
2. Identify funding to support improving parks and landscape maintenance at an **Enhanced Level of Service** (includes Base Level of Service), which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, annual grid pruning of trees within the parkways and medians of the arterial streets, annual grid pruning of the park trees, daily trash removal in the parks and daily janitorial services for the park restrooms. It is anticipated this will cost an additional **\$3.8 million annually**; and
3. Identify funding to repair playgrounds for **\$485,000**; and
4. Identify funding to renovate sports fields and amenities for **\$549,000**; and
5. Identify funding to increase water budget as well as funding for turf reduction projects for **\$592,000**; and
6. Identify funding to renovate gateway monuments for **\$140,000**.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/D1jmi5bor20>

Contact: Craig Beck, (805) 385-8055

4. Public Works Department

SUBJECT: Agreement No. A-8331 to AquaTech Services, Inc., for On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services PW 21-70.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council award and authorize the Mayor to execute Agreement A-8331 with AquaTech Services, Inc. in the not to exceed amount of \$240,000 for a three-year term ending June 1, 2024, for on-call backflow assemblies testing, maintenance, repair and replacement services (PW 21-70).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/sTpLqVT3MeU>

Contact: Craig Beck, (805) 385-8055

D. ITEMS FOR FUTURE AGENDAS

E. ADJOURNMENT



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. C.1**

DATE: May 11, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Agreement A-8322 with Brightview Landscape Services, Inc. for Landscape Maintenance Service for Seabridge Community Facilities District 4.

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8322 with Brightview Landscape Services, Inc. in the amount of \$912,444 for a three-year term ending on June 30, 2024 for landscape maintenance services within Seabridge Community Facilities District 4.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/br933vTTeAQ>

BACKGROUND

The Special Districts Division of Public Works currently manages 48 Special Assessment Districts including Landscape Maintenance Districts (LMDs,) Maintenance Assessment Districts (MAD), Waterways Assessment Districts (WADs) and bonded and non-bonded Community Facilities Districts (CFDs) which provide for landscape maintenance throughout the City of Oxnard (City). These 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. Districts throughout the City have various service level requirements based on available funding. Services range from five (5) days per week to once per quarter. Seabridge CFD 4 is a non-bonded district located between Wooley Road and Hemlock Road, west of Victoria Avenue that receives Service Level A with contractors on property five (5) days per week.

DISCUSSION

On February 11, 2021, the City released a request for bid (RFB 21-59) for landscape maintenance services for these Districts. Bids were due back to the City on March 15, 2021. The City received a total of five (5) responsive bids for these services. The lowest, responsible bidder for this project was Brightview Landscape Services, Inc. (Brightview). Brightview 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. Additionally, vendors were asked to provide bids for restroom maintenance (\$2,375 per month) and crew rental services (\$145 per hour) which were not used in calculating the winning bid.

Table 1. RFB Results (monthly rates)

Vendor	Service Level A	Service Level B	Total (Service Level A +B)
American Heritage Landscape	\$19,450.00	\$18,088.50	\$37,538.50
Brightview Landscape Services, Inc.	\$20,428.00	\$12,256.00	\$32,684.00
Garcia's Landscaping Maintenance	\$28,900.00	\$8,900.00	\$37,800.00
	Local preference 3% deduction		\$36,666.00
Mariposa Landscapes, Inc.	\$19,191.00	\$17,119.00	\$37,029.00

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The total cost for the three (3) year agreement with Brightview is \$912,444 for landscape maintenance services within Seabridge CFD 4 (Fund 173). All costs associated with this agreement will be charged to Seabridge CFD 4 (account# 173-1606-805.82-09) and the spending plan for the first year is included in the Proposed Budget for Fiscal Year 2021-22. Respective funding for subsequent future fiscal years will be requested during the annual budget process. There is no impact to the General Fund for this agreement.

Table 2. Spending Plan

Service	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Landscape Maintenance	\$245,136	\$250,044	\$255,048	\$750,228
Restroom Maintenance	\$28,500	\$29,064	\$29,652	\$87,216
Crew Rental	\$25,000	\$25,000	\$25,000	\$75,000
Grand Total	\$298,636	\$304,108	\$309,700	\$912,444

Prepared by: Jeri Cooper, Special Districts Project Manager, Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. BrightView - A-8322
2. Brightview Bid_Seabridge

3. Seabridge Final Maps
4. Special Districts Map_Legend
5. Brightview - Seabridge CFD 4 Presentation

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2021
- (2) Vendor: BrightView Landscape Services, Inc.
- (3) Services: Landscape Maintenance Service for Seabridge Community Facilities District (CFD) 4
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein
- (5) Agreement Ending Date: June 30, 2024
- (6) Total Agreement Amount: \$912,444
- (7) City's Project Manager: Jeri Cooper, Project Manager
- (8) Vendor's Project Manager: Scott Godfrey, Vice President/General Manager
- (9) Insurance Coverage: INS-D
- (10) What wages are required for this Project?

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

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

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

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

- (11) Addresses for Notice:

FOR VENDOR:

2064 Eastman Avenue, Unit 104
Ventura, CA 93003
Attn: Scott Godfrey, Vice President/
General Manager

FOR CITY:

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

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Scott Godfrey, Vice President/ General Manager
Scott.Godfrey@Brightview.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
☒ Rates and Costs Exhibit
☒ Schedule of Services Exhibit

☒ Living Wage Policy Exhibit
☒ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. 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 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]

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

BRIGHTVIEW LANDSCAPE SERVICES, INC

☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Eric Hernandez , Buyer

ATTEST:

Fred Freund, Senior Vice President Date

Scott Godfrey, Vice President/
General Manager Date

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

APPROVED AS TO FORM:

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.

SCOPE OF SERVICES EXHIBIT

SECTION 0. GREENBOOK

0-1 INCORPORATION.

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

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

0-2 NUMBERING OF GENERAL PROVISIONS.

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

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

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

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

Calendar Days – See “Days” in Greenbook.

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

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

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

County – The County of Ventura, California.

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

Project – See “Work” in Greenbook.

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

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

Waterways – a type of assessment district.

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

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

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

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

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

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage [see Greenbook].

1-3.3 Institutions.

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

Abbreviation Word or Words

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

latest edition, Department of Transportation

1-4 UNITS OF MEASURE [see Greenbook].

1-4.1 General [see Greenbook].

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

1-5 SYMBOLS [see Greenbook].

SECTION 2. SCOPE AND CONTROL OF THE WORK

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

2-2 ASSIGNMENT.

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

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

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

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

2-3 SUBCONTRACTORS [see Greenbook].

2-3.1 General.

Greenbook Section 2-3.1 is not incorporated.

2-3.2 Self Performance

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

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

2-3.3 Status of Subcontractors.

Greenbook Section 2-3.3 is not incorporated.

2-4 CONTRACT BONDS.

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

“No Bonds are required.”

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General [see Greenbook].

2-5.2 Precedence of the Contract Documents.

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

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

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

2-5.3 Submittals [see Greenbook].

- 2-5.3.1 General [see Greenbook].
- 2-5.3.2 Working Drawings [see Greenbook].
- 2-5.3.3 Shop Drawings [see Greenbook].
- 2-5.3.4 Supporting Information [see Greenbook].

- 2-5.3.5 Installation Instructions [see Greenbook].
- 2-5.3.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].

2-6 WORK TO BE DONE.

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

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

2-7 SUBSURFACE DATA.

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

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

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

2-9 SURVEYING.

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

2-9.1 Permanent Survey Markers.

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

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

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

2-9.2 Survey Service.

Greenbook Section 2-9.2 is not incorporated.

2-9.3 Private Engineers [see Greenbook].

2-9.4 Line and Grade [see Greenbook].

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

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

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

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

2-11 INSPECTION.

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

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

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

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

City will perform a bi-monthly site inspection with the Contractor. At that time, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. These reports will detail landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager or his or her representative no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

SECTION 3. CHANGES IN WORK

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

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

3-5 DISPUTED WORK [see Greenbook].

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

4-1.1 General [see Greenbook].

4-1.2 Protection of Work and Materials.

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

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

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

SECTION 5 UTILITIES

5-1 LOCATION.

5-1.1 General [see Greenbook].

5-1.2 Payment [see Greenbook].

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

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

5-2 PROTECTION.

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

5-3 REMOVAL.

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

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

5-4 RELOCATION.

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

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

Work may be conducted at or adjacent to the Work site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the

site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefore.

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

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

Greenbook Section 6-1 is not incorporated.

6-1.1 Baseline Construction Schedule.

Greenbook Section 6-1.1 is not incorporated.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

6-2 PROSECUTION OF THE WORK.

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

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

1. Deduct from Contractor’s next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.
2. If the Work is four (4) or more Calendar days late, deduct an amount of \$250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.
3. Send the City’s own forces or another contractor to complete the incomplete Work.

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



ASSESSMENT DISTRICT MAINTENANCE CITATION FORM

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

City of Oxnard

Date

Contractor

Date

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

6-3.1 General [see Greenbook].

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

6-4 TERMINATION OF THE CONTRACT FOR DEFAULT.

Greenbook Section 6-4 is not incorporated.

6-4.1 General.

Greenbook Section 6-4.1 is not incorporated.

6-4.2 Notice to Cure.

Greenbook Section 6-4.2 is not incorporated.

6-4.3 Notice of Termination for Default.

Greenbook Section 6-4.3 is not incorporated.

6-4.4 Responsibilities of the Surety.

Greenbook Section 6-4.4 is not incorporated.

6-4.5 Payment.

Greenbook Section 6-4.5 is not incorporated.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

Greenbook Section 6-5 is not incorporated.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General.

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

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

6-6.2 Extensions of Time.

Greenbook Section 6-6.2 is not incorporated.

6-6.3 Payment for Delays.

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

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

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

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

6-6.4 Written Notice and Report.

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

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

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General [see Greenbook].

6-7.2 Not Used [see Greenbook].

6-7.3 Contract Time Accounting [see Greenbook].

Greenbook Section 6-7.3 is not incorporated.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Greenbook Section 6-8 is not incorporated.

6-8.1 Completion.

Greenbook Section 6-8.1 is not incorporated.

6-8.2 Acceptance.

Greenbook Section 6-8.2 is not incorporated.

6-8.3 Warranty.

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

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

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

6-9 LIQUIDATED DAMAGES.

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

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

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

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

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

City may terminate this Agreement at any time, with or without cause and without penalty, with written notice. Such termination shall be effective immediately. In the event of termination of

this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor compensation for all Work satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Contractor receive an amount exceeding that which would have been paid to Contractor for the full performance of the Work. If City pays for any materials, City shall be entitled to the title and possession of such materials.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

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

7-1.1 General [see Greenbook].

7-1.2 Temporary Utility Services [see Greenbook].

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

7-2 LABOR.

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

7-2.1 General [see Greenbook].

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

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

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

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

7-2.1.2 Sleeping [additional to the Greenbook].

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

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

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

The Contractor acknowledges that this Work is a "public work" as defined in Labor Code Section 1720 et seq., and that this Work is subject to Labor Code Section 1720 et seq., including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described

in Labor Code Section 1720 et seq. and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

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

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

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

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

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

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

7-2.2.5 Apprentices [additional to the Greenbook].

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

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

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

7-2.3 Payroll Records.

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

“The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR.”

7-2.4 Hours of Labor.

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

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

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

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

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

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

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

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

7-2.8 Survival [additional to the Greenbook].

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

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

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

Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;

Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

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

Contractor shall compensate any employee who provides services under this Agreement in accordance with the Living Wage Policy. In fiscal year 2020-2021, Contractor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

Contractor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

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

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

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

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

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

7-3 INSURANCE [see Greenbook].

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

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

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

7-4 INDEMNIFICATION [additional to the Greenbook].

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

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

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively “Indemnitees”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys’ fees, experts’ fees, and other related costs and expenses (individually, a “Claim,” or collectively, “Claims”). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitee.

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

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

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

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of

their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.4 Survival [additional to the Greenbook].

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

7-5 PERMITS.

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

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

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

7-7 COOPERATION AND COLLATERAL WORK.

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

7-8 WORKSITE MAINTENANCE.

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

The Contractor shall make arrangements 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 the 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 the start of that operation and approved by the City Inspector.

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

Relocations, repairs, replacements, or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

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

7-10 SAFETY.

7-10.1 Access [additional to the Greenbook].

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

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

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

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

7-10.2 Traffic [additional to the Greenbook].

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

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

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

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

(1) hour after the school day start time and one (1) hour before or one (1) hour after school day end time. Contractor shall notify the relevant school district of any impacts.

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

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

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

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

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

7-10.3 Haul Routes.

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

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

7-10.4 Safety [see Greenbook].

- 7-10.4.1 Work Site Safety [see Greenbook].
- 7-10.4.1.1 General [see Greenbook].
- 7-10.4.1.2 Work Site Safety Official [see Greenbook].
- 7-10.4.2 Safety Orders [see Greenbook].
- 7-10.4.2.1 General [see Greenbook].
- 7-10.4.2.2 Shoring Plan [see Greenbook].
- 7-10.4.2.3 Payment [see Greenbook].
- 7-10.4.3 Use of Explosives [see Greenbook].
- 7-10.4.4 Hazardous Substances [see Greenbook].
- 7-10.4.5 Confined Spaces [see Greenbook].
- 7-10.4.5.1 Confined Space Entry Program (CSEP) [see Greenbook].
- 7-10.4.5.2 Permit-Required Confined Spaces [see Greenbook].
- 7-10.4.5.3 Payment [see Greenbook].

7-10.5 Security and Protective Devices.

7-10.5.1 General [see Greenbook].

7-10.5.2 Security Fencing [see Greenbook].

7-10.5.3 Steel Plate Covers [see Greenbook].

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

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work.

Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

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

7-10.5.4.1 Emergencies [additional to the Greenbook].

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished to bring the Project into compliance with CalOSHA and Federal OSHA requirements.

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

7-10.6 Public Notices [additional to the Greenbook].**7-10.6.1 Notification to Property Owners and Businesses [additional to the Greenbook].**

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be

restricted and parking will not be allowed along the street scheduled for the Work. Contractor must get notices pre-approved by the Project Manager before distribution. All notices shall be hand-delivered by the Contractor to adjacent residents, businesses, and other areas directed by the Project Manager.

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

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

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

7-12 ADVERTISING [see Greenbook].

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

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

7-14 ANTITRUST CLAIMS.

Greenbook Section 7-14 is not incorporated.

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

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

7-16 CONFIDENTIALITY [additional to the Greenbook].

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

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

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

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

7-16.3 Exemptions [additional to the Greenbook].

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

7-16.4 Enforcement [additional to the Greenbook].

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

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

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

7-16.6 Survival [additional to the Greenbook].

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

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

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

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

SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General [see Greenbook].

9-1.2 Methods of Measurement.

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

9-1.3 Certified Weights [see Greenbook].

9-2 LUMP SUM WORK [see Greenbook].

9-3 PAYMENT.

9-3.1 General [see Greenbook].

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

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

 Itemized Monthly Completed Maintenance Services Form (Service Level A)				
District Name: _____				
Turf Maintenance	Date(s) Completed			
Mowing, Edging and Trimming (every week)				
Aerate to relieve compaction (3x per year)				
Dethatch (annually)				
Overseed Stressed Areas (bi-annually)				
Fertilization Schedule				
Turf (quarterly)				
Shrubs, Ground Cover, Vines (monthly)				
Trash and Debris Removal				
Entire Area (daily)				
Pest Control				
Control and eradication of all plant pests within the landscape (as required)		(mark if completed)		
Weed Control				
Control and eradication of all weeds (daily)				
Pruning and Trimming				
Shrubs, Ground Cover, Vines (weekly)				
Trees - maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		(mark if completed)		
General Site Maintenance				
Restrooms		(mark if completed)		
Play Structures		(mark if completed)		
Exercise Stations		(mark if completed)		
Graffiti (respond within 24 hours of notification)		(mark if completed)		
Irrigation Checks (daily)				
Electrical Checks				
the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."				
Signed: _____		Date: _____		

 Itemized Monthly Completed Maintenance Services Form (Service Level B)				
District Name: _____				
<u>Turf Maintenance</u>	Date(s) Completed			
Mowing, Edging and Trimming (every week)				
Aerate to relieve compaction (3x per year)				
Dethatch (annually)				
Overseed Stressed Areas (bi-annually)				
<u>Fertilization Schedule</u>				
Turf (quarterly)				
Shrubs, Ground Cover, Vines (monthly)				
<u>Trash and Debris Removal</u>				
Entire Area (daily)				
<u>Pest Control</u>				
Control and eradication of all plant pests within the landscape (as required)		(mark if completed)		
<u>Weed Control</u>				
Control and eradication of all weeds (daily)				
<u>Pruning and Trimming</u>				
Shrubs, Ground Cover, Vines (weekly)				
Trees - maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		(mark if completed)		
<u>General Site Maintenance</u>				
Restrooms		(mark if completed)		
Play Structures		(mark if completed)		
Exercise Stations		(mark if completed)		
Graffiti (respond within 24 hours of notification)		(mark if completed)		
Irrigation Checks (daily)				
Electrical Checks				
the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."				
Signed: _____		Date: _____		

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

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

9-3.2.2 Payments [additional to the Greenbook].

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

9-3.3 Delivered Materials [see Greenbook].**9-3.4 Mobilization.**

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

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

9-4 AUDIT [additional to the Greenbook].

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

SECTION 10. ADDITIONAL TERMS [additional to the Greenbook]**10-1 LICENSES [additional to the Greenbook].**

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

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

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

The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

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

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

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

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

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

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

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

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

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

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

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

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

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

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

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

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

10-10 TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

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

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

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

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

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

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

10-12 CONSTRUCTION [additional to the Greenbook].

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

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

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

10-14 WAIVER [additional to the Greenbook].

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

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

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

10-16 TERM [additional to the Greenbook].

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

10-17 NOTICE [additional to the Greenbook].

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

10-18 SURVIVAL [additional to the Greenbook].

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

10-19 SEVERABILITY [additional to the Greenbook].

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

SECTION 800. LANDSCAPING AND IRRIGATION

800-1 LANDSCAPING MATERIALS [see Greenbook].

800-1.1 Topsoil [see Greenbook].

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

800-1.1.3 Class "B" Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class "C" Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

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

800-1.2.1 General [see Greenbook].

800-1.2.2 Manure [see Greenbook].

800-1.2.3 Commercial Fertilizer [see Greenbook].

- 800-1.2.4 Organic Soil Amendment [see Greenbook].**
- 800-1.2.5 Mulch [see Greenbook].**
- 800-1.3 Seed [see Greenbook].**
- 800-1.4 Plants [see Greenbook].**
- 800-1.4.1 General [see Greenbook].**
- 800-1.4.2 Trees [see Greenbook],**
- 800-1.4.3 Shrubs [see Greenbook].**
- 800-1.4.4 Flatted Plants [see Greenbook].**
- 800-1.4.5 Sod and Stolons (turf grass) [see Greenbook].**
- 800-1.4.6 Cuttings [see Greenbook].**
- 800-1.5 Headers, Stakes, and Ties.**

Greenbook Section 800-1.5 is not incorporated.

800-2 IRRIGATION SYSTEM MATERIALS.

Greenbook Section 800-2 is not incorporated.

800-3 ELECTRICAL MATERIALS.

Greenbook Section 800-3 is not incorporated.

SECTION 801 INSTALLATION

801-1 General [see Greenbook].

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

801-2.1 General.

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

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

801-2.2.1 General.

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

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

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

801-2.3 Finish Grading [see Greenbook].

801-3 HEADER INSTALLATION [see Greenbook].

801-4 PLANTING [see Greenbook].

801-4.1 General [see Greenbook].

801-4.2 Protection and Storage [see Greenbook].

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

801.4.4 Specimen Planting [see Greenbook].

801.4.5 Tree and Shrub Planting [see Greenbook].

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

801.4.6.1 Method “A” Tree Staking [see Greenbook].

801.4.6.2 Method “B” Tree Staking [see Greenbook].

801-4.6.3 Guying [see Greenbook].

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

801-4.8 Lawn Planting [see Greenbook].

801-4.8.1 General [see Greenbook].

801-4.8.2 Seed [see Greenbook].

801-4.8.3 Sod [see Greenbook].

801-4.8.4 Stolon Planting

Greenbook Section 801-4.8.4 is not incorporated.

801-4.9 Erosion Control Planting [see Greenbook].

801-4.9.1 General [see Greenbook].

801-4.9.2 Straw Stabilization

Greenbook Section 801.4.9.2 is not incorporated.

801-4.9.3 Seeding and Mulching [see Greenbook].

801-4.9.4 Sprigging [see Greenbook].

801-4.9.5 Watering [see Greenbook].

801-5 IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

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

801-7 MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8 PAYMENT

Greenbook Section 801-8 is not incorporated

SPECIAL PROVISIONS**SECTION 1000. TURF MAINTENANCE****1000-1 MOWING AND EDGING OF TURF.**

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

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

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

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

1000-3 FERTILIZATION.

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

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

1000-4 PESTICIDE APPLICATION.

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

The Contractor shall carefully apply irrigation water in qualities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district. The Contractor shall maintain and/or replace all irrigation systems and appurtenances. Replacement of irrigation labor costs to be included in this bid. Materials and supplies for the replacement of irrigation may be provided by Contractor for an additional fee if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick cover boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a sprinkler coverage test, on designated service days. As determined by the City, all routine maintenance labor shall be provided at the Contractor's expense. Additional repair and

replacement items not considered routine maintenance will be a separate item subject to the City's Public Projects bid requirements. Contractor shall turn off all irrigation controllers during periods of rain and turn them back on and reprogram them at the end of the rainy period.

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

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

1000-6 TURF WEED CONTROL

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

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

SECTION 2000. SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2000-1 PRUNING AND EDGING.

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

2000-2 GROUNDCOVER PRUNING.

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

2000-3 FERTILIZATION.

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

2000-4 INSECT AND DISEASE CONTROL.

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

2000-5 WATER.

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

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

2000-6 BED WEED CONTROL.

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

SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

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

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

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

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

3000-2 FERTILIZATION.

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

3000-3 INSECT AND DISEASE CONTROL.

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

3000-4 WATER.

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

3000-5 STAKING.

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

SECTION 4000. GENERAL SITE MAINTENANCE

4000-1 LITTER AND DEBRIS CONTROL.

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

4000-2 PARK AMENITIES

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

4000-2-1 SERVICE LEVEL A

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

4000-2-2 SERVICE LEVEL B-F

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

4000-3 ELECTRICAL SYSTEM LIGHTING.

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

4000-4 WATER AND ELECTRICAL COSTS.

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

4000-5 GRAFFITI

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

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

4000-6 VANDALISM AND THEFT.

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

4000-7 LANDSCAPE REPLACEMENT.

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

4000-8 INSPECTIONS.

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

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

4000-9 RESPONSE AND INQUIRIES.

The Contractor shall be required to respond (within 30 minutes) to any inquires, telephone calls, and emergency situations emanating from City staff. The Contractor shall have the ability to be contacted by

phone from its office whenever such situations occur on a 24 hour basis, seven (7) days per week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

4000-10 TRAFFIC CONTROL.

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

4000-11 DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.

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

4000-12 SOFTWARE.

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

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

5000-1 INSTRUCTIONS FOR USE.

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

5000-2 CHEMICALS AND FERTILIZERS.

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

5000-3 WEATHER.

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

5000-4 INSECT, DISEASE AND NUTRIENT PROBLEMS.

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

5000-5 EXTRA VISITS.

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

5000-6 NUTRIENTS.

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

5000-7 WATERWAYS RIPRAP

Contractor shall maintain the loose stone used to form the foundation for the breakwater along waterways within the District. This includes the treatment and abatement of weeds and removal of any debris from the riprap. Contractor to provide aquatic safe herbicide chemical for killing the weeds. Contractor may be required to hand pull dead weeds if they are deemed unsightly. These treatments should be completed quarterly at minimum. In the event of accelerated growth due to rain, contractor may be required to address the area with higher frequency.

5000-8 VERTEBRATE (PEST) CONTROL.

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

5000-9 RESTROOM MAINTENANCE

Contractor will be asked to bid on daily restroom maintenance Monday – Sunday, including holidays, for the one restroom located at two Seabridge Park locations. Restroom is to be opened at dawn and closed at dusk. Closure times will be dependent on the time of year. Services will consist of cleaning and sanitizing restrooms, removing all urine or feces from walls, fixtures or other implements within the restroom, removal of all trash from restrooms, and restocking of the restrooms. Contractor will be given access to the pipe chase room for all supplies to provide maintenance to the restrooms. Contractor will notify Project Manager of any vandalism or plumbing issues immediately so they can be rectified. Due to Covid-19, this service may be authorized in the contract but not executed until the City of Oxnard opens up the park restrooms throughout the City.

5000- 10 SUPPLEMENTAL LABOR

At the request of the Project Manager, Contractor may be asked to provide a bid for supplemental labor for additional landscape maintenance tasks within the CFD that include but are not limited to replanting projects, trash/debris removal, and amenity maintenance. Contractor will be asked to provide costs for a crew of four (4) with a per hour price on the bid sheet.

SECTION 6000. MISCELLANEOUS ITEMS

6000-1 REPORTS

Contractor will be required to check in on Cappsure It and report daily work being performed on designated service days with pictures and comments detailing work that has been completed.

Contractor's lead worker(s) and irrigation tech(s) might be required to keep the Cappsure It app active on device for the duration of time while on site. The Contractor will be required to provide tree and plant health inspection reports monthly in a "Cappsure It" maintenance report for the entire property.

Contractor will provide a monthly report detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the Cappsure It inspection report and feedback provided by the Project Manager or his or her representative. Contractor will provide a Cappsure It report on irrigation deficiencies that were discovered, their repair and any additional irrigation tasks that need to be completed on designated service days. Contractor should provide photographs of any repairs or enhancements made to a location within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

6000-2 REFUSE DISPOSAL

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

6000-3 INCREASES FOR CONSUMER PRICE INDEX (CPI)

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

**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

9.0 TERM

The period of performance anticipated for this solicitation and shall be for Three-Year (3) years, with each year renewable in one (1) year increments from (July 1, 2021- June 30, 2024) or effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

RATES AND COSTS EXHIBIT

Seabridge CFD 4	Service Level	July 1, 2021-June 30, 2022		July 1, 2022-June 30, 2023		July 1, 2023-June 30, 2024		
		Monthly	Annual	Monthly	Annual	Monthly	Annual	Total
Landscape	A	\$20,428	\$245,136	\$20,837	\$250,044	\$21,254	\$255,048	\$750,228
Restrooms	N/A	\$2,375	\$28,500	\$2,422	\$29,064	\$2,471	\$29,652	\$87,216
Grand Total for Landscape Maintenance Costs								\$837,444
Additional Services								
4 Person Crew		\$145.00/hr	On-Call Services					\$75,000
Contract Grand Total								\$912,444

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.

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE \$1,000,000 INJURY \$ INJURY \$ TY 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	
						ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:			POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits				
NAMED INSURED			☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)				
			APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:				
TYPE OF INSURANCE			CITY AGREEMENTS/PERMITS				
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE			☐ Claims Made Retroactive Date _____ ☐ Occurrence		OTHER PROVISIONS		
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$		Underwriter=s representative for claims pursuant to this insurance.			
		EACH OCCURRENCE	AGGREGATE	CLAIMS: Name: _____ Address: _____ Telephone: (_____) _____			
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.							
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.							
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.							
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.							
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.							
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:							
a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or							
b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.							
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007				AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____			

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER 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 CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____		
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.	In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, 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

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
Request for Bid
SD 21-59

Landscape Maintenance Service for Seabridge
Community Facilities District (CFD) 4
for Trade Services

Bid Close Date: Monday, March 15, 2021
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030

www.oxnard.org

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

CITY OF OXNARD INSTRUCTIONS TO BIDDERS

1.0 PUBLIC PURCHASE

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

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

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

1.4 Just a couple helpful hints before starting your registration:

- ✓ First, bid notifications are based on registered e-mail addresses, hence, it is recommended you use a generic e-mail address for your company, if you have one, and a second email address for a specific individual, if available. That way, if personal e-mail addresses change, your organization still receives notification of bidding opportunities.
- ✓ Secondly, make sure your company has saved the user-name and password in a secure location, so that it is accessible when you are not available.

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

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

PREPARATION OF BID

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

Proposed Timeline

DATE	ACTIVITY
February 16, 2021	Release of Solicitation
February 23, 2021	Non-Mandatory Bidders Meeting Time: <u>9:00AM</u> Location: <u>Seabridge Park located past Wooley and Victoria before Alee Ln. Bidders should park in lot adjacent to park behind Vons</u>
March 8, 2021	Last day for Questions by Bidders
March 15, 2021	Submission of the Proposal is due to the City of Oxnard Purchasing Division by <u>2:00 p.m.</u>
End of March	Review of Proposals
End of March	Agreement Development/Negotiations
June 15, 2021	City Council approval
July 1, 2021	Contracted work begins

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

2.0 EXAMINATION OF REQUIREMENTS

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

3.0 PREPARATION OF BID

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

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

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

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

4.0 FORMAT

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

5.0 COMPANY PROFILE

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

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

<i>BIDDER'S RESPONSE:</i> BrightView Landscape Services
--

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:**

BrightView Landscape Services is owned by BrightView LLC a publicly traded company a list of company executives and financial information can be found at <https://investor.brightview.com/financials-and-filings/sec-filings/default.aspx>

ii. **BIDDER'S RESPONSE:**

See above for company heirarchy information and attached staff bio for local heirarchy

iii. **BIDDER'S RESPONSE:**

Working as BrightView: 7 years. Previously as ValleyCrest: 60 years

iv. **BIDDER'S RESPONSE:**

2064 Eastman Ave, Unit 104, Ventura, CA 93003, with 85 employees at this location

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

BIDDER'S RESPONSE:

N/A

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

BIDDER'S RESPONSE:

No

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

BIDDER'S RESPONSE:

Scott Godfrey - Vice President and General Manager

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

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

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

- i. Position Title
- ii. Current Responsibilities
- iii. Qualifications/Experiences

- iv. Education
- v. Certifications/licenses, if applicable
- vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i.	BIDDER'S RESPONSE: Please reference staff bio included in our submission
ii.	BIDDER'S RESPONSE:
iii.	BIDDER'S RESPONSE:
iv.	BIDDER'S RESPONSE:
v.	BIDDER'S RESPONSE:
vi.	BIDDER'S RESPONSE:

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

CITY 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 BACKGROUND INFORMATION

The Special Districts Division of Public Works for the City of Oxnard provides services to 46 districts throughout Oxnard. Services include the administration of landscape maintenance, capital project and financial accounting for each district.

8.0 SERVICE DESCRIPTION

SECTION 0. GREENBOOK

0-1 INCORPORATION.

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

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

0-2 NUMBERING OF GENERAL PROVISIONS.

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

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

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they

shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Calendar Days – See “Days” in Greenbook.

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

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

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

County – The County of Ventura, California.

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

Project – See “Work” in Greenbook.

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

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

Waterways – a type of assessment district.

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

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

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

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

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

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage [see Greenbook].

1-3.3 Institutions.

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

<u>Abbreviation</u>	<u>Word or Words</u>
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AAN	American Association of Nurserymen
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ACI	American Concrete Institute
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AGCA	Associated General Contractors of America
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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
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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].

1. 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:

1. "No Bonds are required."

2. 2-5 PLANS AND SPECIFICATIONS.

2-5.1 General [see Greenbook].

2-5.2 Precedence of the Contract Documents.

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

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

1. Permits issued by regulatory agencies with jurisdiction.
2. Supplemental Agreements.

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

2-5.3 Submittals [see Greenbook].

1. **2-5.3.1 General [see Greenbook].**
2. **2-5.3.2 Working Drawings [see Greenbook].**
3. **2-5.3.3 Shop Drawings [see Greenbook].**
4. **2-5.3.4 Supporting Information [see Greenbook].**
5. **2-5.3.5 Installation Instructions [see Greenbook].**
6. **2-5.3.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].**

2-6 WORK TO BE DONE.

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

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

2-7 SUBSURFACE DATA.

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

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and has correlated the results of all such data with the requirements of the Contract

Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

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

2-9 SURVEYING.

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

2-9.1 Permanent Survey Markers.

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

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

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

2-9.2 Survey Service.

Greenbook Section 2-9.2 is not incorporated.

2-9.3 Private Engineers [see Greenbook].

2-9.4 Line and Grade [see Greenbook].

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

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

to claims and compensations.

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

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

3. 2-11 INSPECTION.

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

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

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

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

City will perform a bi-monthly site inspection with the Contractor. At that time, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. These reports will detail landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager or his or her representative no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

SECTION 3. CHANGES IN WORK

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

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

3-5 DISPUTED WORK [see Greenbook].

2. SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

1. 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.

2. 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.

3. 5-1.1 General [see Greenbook].

4. 5-1.2 Payment [see Greenbook].

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

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

5-2 PROTECTION.

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

5-3 REMOVAL.

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

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

5-4 RELOCATION.

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

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

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

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.

5. 6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

6-2 PROSECUTION OF THE WORK.

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

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

1. Deduct from Contractor’s next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.
2. If the Work is four (4) or more Calendar days late, deduct an amount of \$250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.
3. Send the City’s own forces or another contractor to complete the incomplete Work.

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



ASSESSMENT DISTRICT MAINTENANCE CITATION FORM

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

City of Oxnard	Date
Contractor	Date

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

6. 6-3.1 General [see Greenbook].

7. 6-3.2 Archeological and Paleontological Discoveries [see Greenbook].

6-4 TERMINATION OF THE CONTRACT FOR DEFAULT.

Greenbook Section 6-4 is not incorporated.

8. 6-4.1 General.

Greenbook Section 6-4.1 is not incorporated.

9. 6-4.2 Notice to Cure.

Greenbook Section 6-4.2 is not incorporated.

10. 6-4.3 Notice of Termination for Default.

Greenbook Section 6-4.3 is not incorporated.

11. 6-4.4 Responsibilities of the Surety.

Greenbook Section 6-4.4 is not incorporated.

12. 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].

13. **6-7.1 General [see Greenbook].**

14. **6-7.2 Not Used [see Greenbook].**

15. **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.

16. 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:

17. “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.
18. 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.

2. 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].

- 3.
4. 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.

3.

4. SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

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

1. **7-1.1 General [see Greenbook].**
2. **7-1.2 Temporary Utility Services [see Greenbook].**
3. **7-1.3 Crushing and Screening Operations [see Greenbook].**

7-2 LABOR.

4. 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.
5. **7-2.1 General [see Greenbook].**
6. Greenbook Section 7-2.1 is not incorporated and is replaced by the following:
7. "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."
8. **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.

9. **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.

10. 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.

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

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

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

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

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

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 7-2.12 Enforcement of Living Wage Policy [additional to the Greenbook].

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

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

18. 7-2.13 Amendment of Living Wage Policy [additional to the Greenbook].

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

7-3 INSURANCE [see Greenbook].

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

“All insurance requirements are those listed in INS-B, which is attached to the Contract and

incorporated to the Contract by this reference.”

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

7-4 INDEMNIFICATION [additional to the Greenbook].

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

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

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively “Indemnitees”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys’ fees, experts’ fees, and other related costs and expenses (individually, a “Claim,” or collectively, “Claims”). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

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

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

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

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

or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.4 Survival [additional to the Greenbook].

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

7-5 PERMITS.

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

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

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

7-7 COOPERATION AND COLLATERAL WORK.

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

7-8 WORKSITE MAINTENANCE.

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

The Contractor shall make arrangements 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 the 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].

19. 7-8.4.1 General [see Greenbook].

20. 7-8.4.2 Storage in Public Streets [see Greenbook].

7-8.5 Sanitary Sewers [see Greenbook].

21. 7-8.5.1 General [see Greenbook].

22. 7-8.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

23. 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 the start of that operation and approved by the City Inspector.

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

Relocations, repairs, replacements, or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

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

7-10 SAFETY.

7-10.1 Access [additional to the Greenbook].

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

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

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

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

7-10.2 Traffic [additional to the Greenbook].

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

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

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

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

end time. Contractor shall notify the relevant school district of any impacts.

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

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

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

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

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

24. 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].

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| 25. | 7-10.4.1 | Work Site Safety [see Greenbook]. |
| 26. | 7-10.4.1.1 | <u>General [see Greenbook].</u> |
| 27. | 7-10.4.1.2 | <u>Work Site Safety Official [see Greenbook].</u> |
| 28. | 7-10.4.2 | Safety Orders [see Greenbook]. |
| 29. | 7-10.4.2.1 | <u>General [see Greenbook].</u> |
| 30. | 7-10.4.2.2 | <u>Shoring Plan [see Greenbook].</u> |
| 31. | 7-10.4.2.3 | <u>Payment [see Greenbook].</u> |
| 32. | 7-10.4.3 | Use of Explosives [see Greenbook]. |
| 33. | 7-10.4.4 | Hazardous Substances [see Greenbook]. |
| 34. | 7-10.4.5 | Confined Spaces [see Greenbook]. |
| 35. | 7-10.4.5.1 | <u>Confined Space Entry Program (CSEP) [see</u>
<u>Greenbook].</u> |
| 36. | 7-10.4.5.2 | <u>Permit-Required Confined Spaces [see</u>
<u>Greenbook].</u> |
| 37. | 7-10.4.5.3 | <u>Payment [see Greenbook].</u> |
| 7-10.5 | Security and Protective Devices. | |
| 38. | 7-10.5.1 | General [see Greenbook]. |
| 39. | 7-10.5.2 | Security Fencing [see Greenbook]. |
| 40. | 7-10.5.3 | Steel Plate Covers [see Greenbook]. |
| 7-10.5.4 | Protection of the Public [additional to the Greenbook]. | |

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

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

7-10.5.4.1 Emergencies [additional to the Greenbook].

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished to bring the Project into compliance with CalOSHA and Federal OSHA requirements.

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

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

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

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

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

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

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

7-12 ADVERTISING [see Greenbook].

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

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

7-14 ANTITRUST CLAIMS.

Greenbook Section 7-14 is not incorporated.

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

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

7-16 CONFIDENTIALITY [additional to the Greenbook].

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

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

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

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

7-16.3 Exemptions [additional to the Greenbook].

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

7-16.4 Enforcement [additional to the Greenbook].

Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted

shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 7-16 may result in irreparable injury to the City.

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

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

41. 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.

5. SECTION 8. FACILITIES FOR AGENCY PERSONNEL

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

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

6. SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General [see Greenbook].

9-1.2 Methods of Measurement.

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

9-1.3 Certified Weights [see Greenbook].

9-2 LUMP SUM WORK [see Greenbook].

9-3 PAYMENT.

9-3.1 General [see Greenbook].

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

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

 Itemized Monthly Completed Maintenance Services Form (Service Level A)					
District Name: _____					
<u>Turf Maintenance</u>	Date(s) Completed				
Mowing, Edging and Trimming (every week)					
Aerate to relieve compaction (3x per year)					
Dethatch (annually)					
Overseed Stressed Areas (bi-annually)					
<u>Fertilization Schedule</u>					
Turf (quarterly)					
Shrubs, Ground Cover, Vines (monthly)					
<u>Trash and Debris Removal</u>					
Entire Area (daily)					
<u>Pest Control</u>					
Control and eradication of all plant pests within the landscape (as required)	(mark if completed)				
<u>Weed Control</u>					
Control and eradication of all weeds (daily)					
<u>Pruning and Trimming</u>					
Shrubs, Ground Cover, Vines (weekly)					
Trees - maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly	(mark if completed)				
<u>General Site Maintenance</u>					
Restrooms	(mark if completed)				
Play Structures	(mark if completed)				
Exercise Stations	(mark if completed)				
Graffiti (respond within 24 hours of notification)	(mark if completed)				
Irrigation Checks (daily)					
Electrical Checks					
the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."					
Signed: _____		Date: _____			

 Itemized Monthly Completed Maintenance Services Form (Service Level B)					
District Name: _____					
<u>Turf Maintenance</u>	Date(s) Completed				
Mowing, Edging and Trimming (every week)					
Aerate to relieve compaction (3x per year)					
Dethatch (annually)					
Overseed Stressed Areas (bi-annually)					
<u>Fertilization Schedule</u>					
Turf (quarterly)					
Shrubs, Ground Cover, Vines (monthly)					
<u>Trash and Debris Removal</u>					
Entire Area (daily)					
<u>Pest Control</u>					
Control and eradication of all plant pests within the landscape (as required)					
	(mark if completed)				
<u>Weed Control</u>					
Control and eradication of all weeds (daily)					
<u>Pruning and Trimming</u>					
Shrubs, Ground Cover, Vines (weekly)					
Trees - maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly					
	(mark if completed)				
<u>General Site Maintenance</u>					
Restrooms	(mark if completed)				
Play Structures	(mark if completed)				
Exercise Stations	(mark if completed)				
Graffiti (respond within 24 hours of notification)	(mark if completed)				
Irrigation Checks (daily)					
Electrical Checks					
the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."					
Signed: _____		Date: _____			

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

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

9-3.2.2 Payments [additional to the Greenbook].

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

9-3.3 Delivered Materials [see Greenbook].

9-3.4 Mobilization.

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

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

9-4 AUDIT [additional to the Greenbook].

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

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

10-1 LICENSES [additional to the Greenbook].

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

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

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

The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

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

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

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

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

1. **10-5 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].**
2. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided they pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.
3. All claims arising out of or related to the Contract Documents, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. This Contract hereby incorporates those provisions as through fully set forth herein.

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

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

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

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

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

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

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

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

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

10-10 TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

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

The Contractor and its employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. Contractor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Contractor. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as herein set forth, and the Contractor is free to

dispose of all portions of its time and activities that it is not obligated to devote to the City in such a manner and to such persons that the Contractor wishes except as expressly provided in these Contract Documents.

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

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

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

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

10-12 CONSTRUCTION [additional to the Greenbook].

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

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

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

10-14 WAIVER [additional to the Greenbook].

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

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

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

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

10-16 TERM [additional to the Greenbook].

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

10-17 NOTICE [additional to the Greenbook].

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

3. 10-18 SURVIVAL [additional to the Greenbook].

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

10-19 SEVERABILITY [additional to the Greenbook].

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

SECTION 800. LANDSCAPING AND IRRIGATION

800-1 LANDSCAPING MATERIALS [see Greenbook].

800-1.1 Topsoil [see Greenbook].

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

800-1.1.3 Class "B" Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class “C” Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

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

800-1.2.1 General [see Greenbook].

800-1.2.2 Manure [see Greenbook].

800-1.2.3 Commercial Fertilizer [see Greenbook].

800-1.2.4 Organic Soil Amendment [see Greenbook].

800-1.2.5 Mulch [see Greenbook].

800-1.3 Seed [see Greenbook].

800-1.4 Plants [see Greenbook].

800-1.4.1 General [see Greenbook].

800-1.4.2 Trees [see Greenbook],

800-1.4.3 Shrubs [see Greenbook].

800-1.4.4 Flatted Plants [see Greenbook].

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

800-1.4.6 Cuttings [see Greenbook].

800-1.5 Headers, Stakes, and Ties.

Greenbook Section 800-1.5 is not incorporated.

800-2 IRRIGATION SYSTEM MATERIALS.

Greenbook Section 800-2 is not incorporated.

800-3 ELECTRICAL MATERIALS.

Greenbook Section 800-3 is not incorporated.

SECTION 801 INSTALLATION

801-1 General [see Greenbook].

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

801-2.1 General.

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

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

801-2.2.1 General.

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

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

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

801-2.3 Finish Grading [see Greenbook].

801-3 HEADER INSTALLATION [see Greenbook].

801-4 PLANTING [see Greenbook].

801-4.1 General [see Greenbook].

801-4.2 Protection and Storage [see Greenbook].

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

801-4.4 Specimen Planting [see Greenbook].

801-4.5 Tree and Shrub Planting [see Greenbook].

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

801-4.6.1 Method “A” Tree Staking [see Greenbook].

801-4.6.2 Method “B” Tree Staking [see Greenbook].

801-4.6.3 Guying [see Greenbook].

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

801-4.8 Lawn Planting [see Greenbook].

801-4.8.1 General [see Greenbook].

801-4.8.2 Seed [see Greenbook].

801-4.8.3 Sod [see Greenbook].

801-4.8.4 Stolon Planting

Greenbook Section 801-4.8.4 is not incorporated.

801-4.9 Erosion Control Planting [see Greenbook].

801-4.9.1 General [see Greenbook].

801-4.9.2 Straw Stabilization

Greenbook Section 801.4.9.2 is not incorporated.

801-4.9.3 Seeding and Mulching [see Greenbook].

801-4.9.4 Sprigging [see Greenbook].

801-4.9.5 Watering [see Greenbook].

801-5 IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

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

801-7 MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8 PAYMENT

Greenbook Section 801-8 is not incorporated

SPECIAL PROVISIONS

8. SECTION 1000. TURF MAINTENANCE

1000-1 MOWING AND EDGING OF TURF.

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

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

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

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

1000-3 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately

following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

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

1000-4 PESTICIDE APPLICATION.

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

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

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

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

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

1000-6 TURF WEED CONTROL

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

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

9. SECTION 2000.SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2000-1 PRUNING AND EDGING.

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

2000-2 GROUNDCOVER PRUNING.

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

2000-3 FERTILIZATION.

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

2000-4 INSECT AND DISEASE CONTROL.

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

2000-5 WATER.

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

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

2000-6 BED WEED CONTROL.

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

10. SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

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

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

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

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

3000-2 FERTILIZATION.

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

3000-3 INSECT AND DISEASE CONTROL.

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

3000-4 WATER.

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

3000-5 STAKING.

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

11. SECTION 4000. GENERAL SITE MAINTENANCE

4000-1 LITTER AND DEBRIS CONTROL.

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

4000-2 PARK AMENITIES

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

4000-2-1 SERVICE LEVEL A

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

4000-2-2 SERVICE LEVEL B-F

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

4000-3 ELECTRICAL SYSTEM LIGHTING.

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

4000-4 WATER AND ELECTRICAL COSTS.

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

4000-5 GRAFFITI

The Contractor shall be responsible to remove small amounts of graffiti (licensed plate size) as it appears upon any walkways, walls or any appurtenant structures within the areas under the Contractor's maintenance. Contractor is required to notify the Project Manager or his or her

designee of any graffiti discovered. All materials and processes used in graffiti eradication shall be non-injurious to the surfaces and approved by CAL-OSHA. Materials and processes used must be approved by the Project Manager or his or her designee prior to use.

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

4000-6 VANDALISM AND THEFT.

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

4000-7 LANDSCAPE REPLACEMENT.

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

4000-8 INSPECTIONS.

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

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

4000-9 RESPONSE AND INQUIRIES.

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

4000-10 TRAFFIC CONTROL.

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

4000-11 DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.

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

4000-12 SOFTWARE.

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

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

5000-1 INSTRUCTIONS FOR USE.

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

5000-2 CHEMICALS AND FERTILIZERS.

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

5000-3 WEATHER.

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

5000-4 INSECT, DISEASE AND NUTRIENT PROBLEMS.

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

5000-5 EXTRA VISITS.

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

5000-6 NUTRIENTS.

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

5000-7 WATERWAYS RIPRAP

Contractor shall maintain the loose stone used to form the foundation for the breakwater along waterways within the District. This includes the treatment and abatement of weeds and removal of any debris from the riprap. Contractor to provide aquatic safe herbicide chemical for killing the weeds. Contractor may be required to hand pull dead weeds if they are deemed unsightly. These treatments should be completed quarterly at minimum. In the event of accelerated growth due to rain, contractor may be required to address the area with higher frequency.

5000-8 VERTEBRATE (PEST) CONTROL.

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

5000-9 RESTROOM MAINTENANCE

Contractor will be asked to bid on daily restroom maintenance Monday – Sunday, including holidays, for the one restroom located at two Seabridge Park locations. Restroom is to be opened

at dawn and closed at dusk. Closure times will be dependent on the time of year. Services will consist of cleaning and sanitizing restrooms, removing all urine or feces from walls, fixtures or other implements within the restroom, removal of all trash from restrooms, and restocking of the restrooms. Contractor will be given access to the pipe chase room for all supplies to provide maintenance to the restrooms. Contractor will notify Project Manager of any vandalism or plumbing issues immediately so they can be rectified. Due to Covid-19, this service may be authorized in the contract but not executed until the City of Oxnard opens up the park restrooms throughout the City.

5000- 10 SUPPLEMENTAL LABOR

At the request of the Project Manager, Contractor may be asked to provide a bid for supplemental labor for additional landscape maintenance tasks within the CFD that include but are not limited to replanting projects, trash/debris removal, and amenity maintenance. Contractor will be asked to provide costs for a crew of four (4) with a per hour price on the bid sheet.

- 1. SECTION 6000. MISCELLANEOUS ITEMS**
- 2.**
- 3. 6000-1 REPORTS**

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

6000-2 REFUSE DISPOSAL

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

6000-3 INCREASES FOR CONSUMER PRICE INDEX (CPI)

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

**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
Purchasing Department

Solicitation # SD 21-59
Bid Close Date: 03/15/2021 at 2:00 pm PT

9.0 TERM

The period of performance anticipated for this solicitation and shall be for **Three-Year (3)** years, with each year renewable in one (1) year increments from (**July 1, 2021- June 30, 2024**) or effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

ATTACHMENT A COMPENSATION SCHEDULE

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.

	MONTHLY SERVICE LEVELS BID MONTHLY COST		
District Name	A Level of Service ¹	B Level of Service ¹	Total (for each row)
Seabridge CFD	\$ 20,428.00	\$ 12,256.00	\$
Additional Services²			
Restroom Maintenance (M-Su, Holidays)	\$ 2,375.00		
4 Man Crew (hourly rate)	\$ 145.00		

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

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

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>N/A</u>	#03	<u> </u>
#02	<u> </u>	#04	<u> </u>

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.



City of Oxnard
Purchasing Department

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ATTACHMENT B
COMPANY INFORMATION

Name of Company: BrightView Landscape Services

Address: 2064 Eastman Ave, Unit 104, Ventura, CA 93003

Service to provide: Landscape maintenance services for SD 21-59

Main Point of Contact: Lazaro Ramos, Branch Manager

Fed Tax ID: 95-2651541

City Tax ID: 21 - 00115373

E-mail: Lazaro.ramos@brightview.com

Phone: 805-585-9026

9.0 Credentials/Resumes/Certifications/Licenses:

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

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

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

a. BIDDER'S RESPONSE: Ryan Smith, Account Manager
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b. BIDDER'S RESPONSE: Marcelo Medina, Production Manager

c. BIDDER'S RESPONSE: Lazaro Ramos, Branch Manager



City of Oxnard
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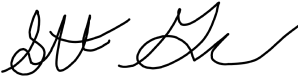
d. **BIDDER'S RESPONSE:** Scott Godfrey, Vice President and General Manager

e. **BIDDER'S RESPONSE:**

CERTIFICATIONS

I, Scott Godfrey, a duly authorized agent of BrightView Landscape Services
Printed Name of Agent/Officer **Name of Organization**

hereby certify that BrightView Landscape Services by submission of this proposal in response to the
Name of Organization
solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature:  Date: 3/15/2021

Title of Agent/Officer: Vice President and General Manager

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

ATTACHMENT C REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	City of Westlake
Address:	31107 Thousand Oaks Blvd, Westlake Village, CA 91361
Contact person:	Tim Iverson
Email address:	Tim@wlv.org
Telephone address:	818-706-1613
Project name:	Westlake Community Park
Dates worked performed:	2012 - present
Summary of scope of services:	Landscape maintenance, irrigation, tree care, synthetic turf managment and janitorial
Project cost:	\$302,000 annually

Reference 2	
Company name:	City of Santa Barbara
Address:	402 E. Ortega St, Santa Barbara, CA 93101
Contact person:	Simon Herrera/ Matt Parker
Email address:	sherrera@santabarbara.gov
Telephone address:	805-897-1930
Project name:	Various projects - Downtown parking district and parkways/ medians
Dates worked performed:	10/31/2020 - present
Summary of scope of services:	Landscape maintenance, irrigation and tree care management
Project cost:	\$320,000 annually

Reference 3	
Company name:	Santa Barbara County Parks
Address:	123 E Anapamu St, Suite 202, Santa Barbara, CA 93101
Contact person:	Martin Villescas



City of Oxnard
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Email address:	mvillescascas@sbparks.org
Telephone address:	805-896-7003
Project name:	North and South County Park maintenance
Dates worked performed:	2017 - present
Summary of scope of services:	Landscape maintenance, turf care, irrigation and tree care management
Project cost:	\$220,000 annually

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: All three of the above reference has been awarded or renewed in the last 3 years.

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

BIDDER'S RESPONSE: None



City of Oxnard
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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 ✓

1. If so, explain the circumstances:



City of Oxnard
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ATTACHMENT E
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Scott Godfrey

depose and say that I am Vice President and General Manager
(“Sole Owner”, “A Partner”, “President”, or other proper title)

of BrightView Landscape Services
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.

Signature

Scott Godfrey - Vice President and General Manager

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

Ordinance No. 28522

Page 2

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

City of Oxnard
Purchasing Department

Solicitation # SD 21-59
Bid Close Date: 03/15/2021 at 2:00 pm PT

Ordinance No. 2852
Page 3

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

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

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

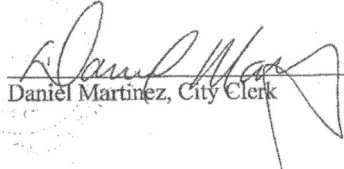
AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

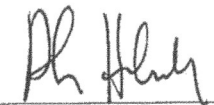
ABSENT: Mayor Pro Tem Pinkard.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney



City of Oxnard
Purchasing Department

Solicitation # SD 21-59
Bid Close Date: 03/15/2021 at 2:00 pm PT

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: BrightView Landscape Services

Physical Address: 2064 Eastman Ave, Unit 104, Ventura, CA 93003

Phone: 805-585-9026

E-Mail: Lazaro.ramos@brightview.com

Date Principal Business Address Established: 8/2020

No. of Company Employees at this address: 82

If less than 36 months, list previous City of Oxnard location: Previous location for 30 yrs - 2910 Sherwin Ave, Ventura, CA 93003

City Business License No.: 21 - 00115373

Taxpayer Identification No. (TIN): 21 - 00115373

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

Landscape maintenance, turf care, irrigation and tree care management

3/15/2021

Signature of Company Official

Date

Scott Godfrey - Vice President and General Manager

Print Name, Title

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

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.

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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.

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.						
C O L U M N	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECT IVE DATE (MM/DD/ YY)	POLICY EXPIRA TION DATE (MM/DD/ YY)	LIMIT	
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 \$1,0 00,000 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 \$1,0 00,000 DISEASE-POLICY LIMIT \$1,0 00,000 DISEASE-EACH EMPLOYEE \$1,0 00,000
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 \$1,0 00,000 Each consultant/ \$50 0,000 & listed sub-consultant
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance			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		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE					
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits						
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)						
	APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: 						
TYPE OF INSURANCE	CITY AGREEMENTS/PERMITS						
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made Retroactive Date _____ ☐ COMPREHENSIVE GENERAL LIABILITY _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS 					
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ _____ _____ (_____) _____						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; text-align: center; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; text-align: center; padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></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. 2/18 INS-D.doc

SUBMIT IN DUPLICATE	
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City") PRODUCER Telephone: _____ NAMED INSURED	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)
	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

		CITY AGREEMENTS/PERMITS
TYPE OF INSURANCE		OTHER PROVISIONS
COMMERCIAL AUTO POLICY BUSINESS AUTO POLICY OTHER		
LIMIT OF LIABILITY		
\$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ _____ (_____)
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: - Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or - If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.		
ENDORSEMENT HOLDER		
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096		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.

Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	Signature ____ <i>(original signature required)</i> Telephone: () Date Signed _____
--	--

Rev. 2/18 Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

AGREEMENT FOR TRADE SERVICES

COVER PAGE

- (1) Agreement Start Date:
- (2) Vendor:
- (3) Services: [insert a summary of services up to one or two sentences]
- (4) Schedule of Services: [three options:
- [Insert schedule of services; or
 - Write "The services must be completed within [insert number] calendar days of the Agreement Start Date listed above"; or
 - If schedule of services is long or complex, write "See Schedule of Services Exhibit, which is attached hereto and incorporated herein," add "Schedule of Services Exhibit" to list of exhibits on the bottom of this page, and attach actual exhibit]
- (5) Agreement Ending Date:
- (6) Total Agreement Amount: \$[contract value]
- (7) City's Project Manager: [insert job title]
- (8) Vendor's Project Manager: [insert name, title or both]
- (9) Insurance Coverage: INS-
- (10) What wages are required for this Project?
- ☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
- ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
- ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
- ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:
- FOR VENDOR:* *FOR CITY:*
- Attn: , Attn: ,
- (12) Contact Emails:
- VENDOR'S PROJECT MANAGER:* *CITY'S PROJECT MANAGER:*
- , ,

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. Invoices may be emailed to: invoices@oxnard.org.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

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

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

to the City.

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

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

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

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

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

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.
27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.
28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.
29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.
33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.
35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any

legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

[VENDOR]

_____ ☐ John C. Zaragoza, Mayor¹ Date ☐ Alexander Nguyen, City Manager ☐ Daniel Willhite, Purchasing Manager ☐ , Buyer	_____ 2 Date	_____ 2 Date
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ATTEST:

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

APPROVED AS TO FORM:

 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.

SCOPE OF SERVICES EXHIBIT

RATES AND COSTS EXHIBIT

INSURANCE EXHIBIT

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.

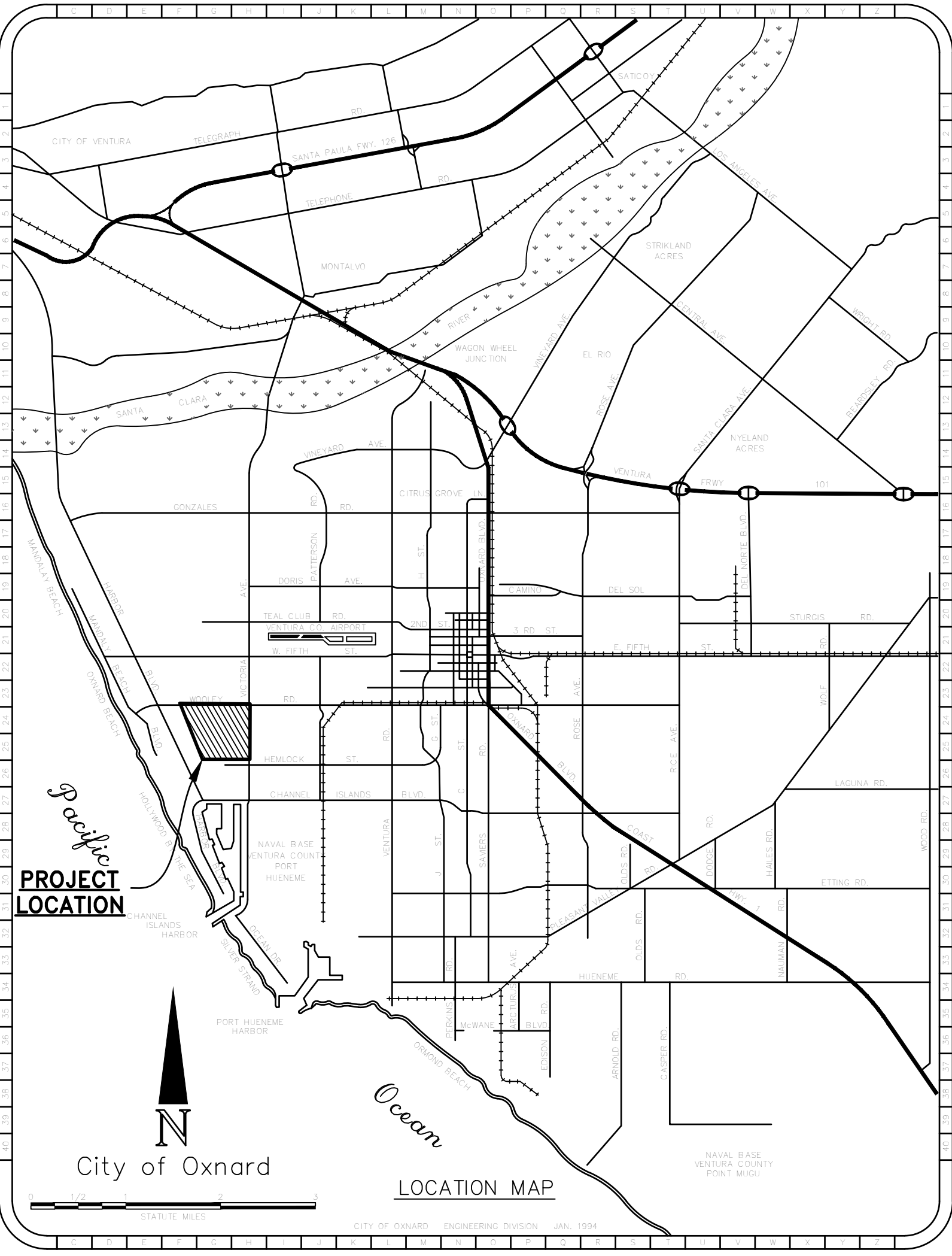
SCHEDULE OF SERVICES EXHIBIT

CITY OF OXNARD - CALIFORNIA

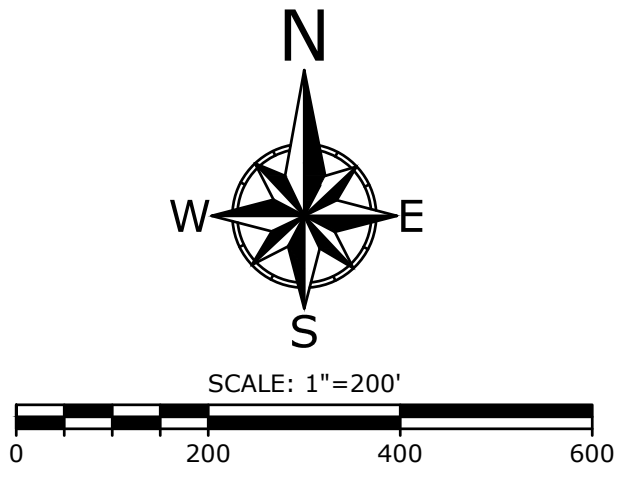
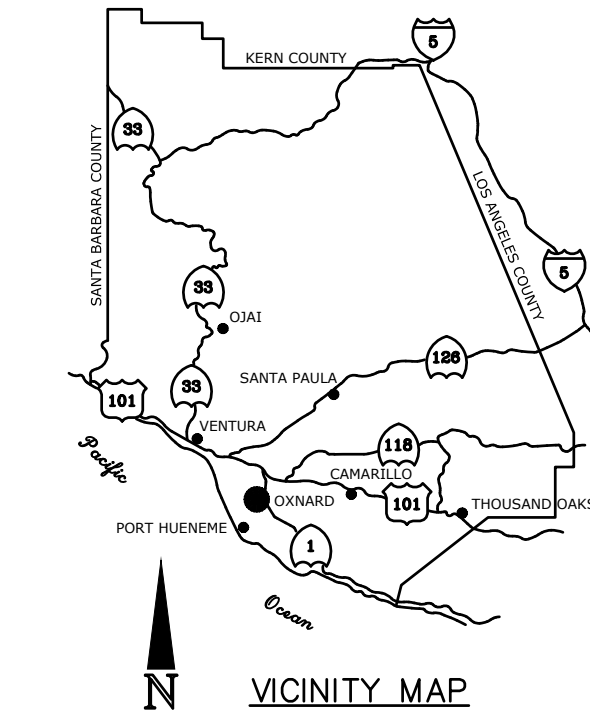
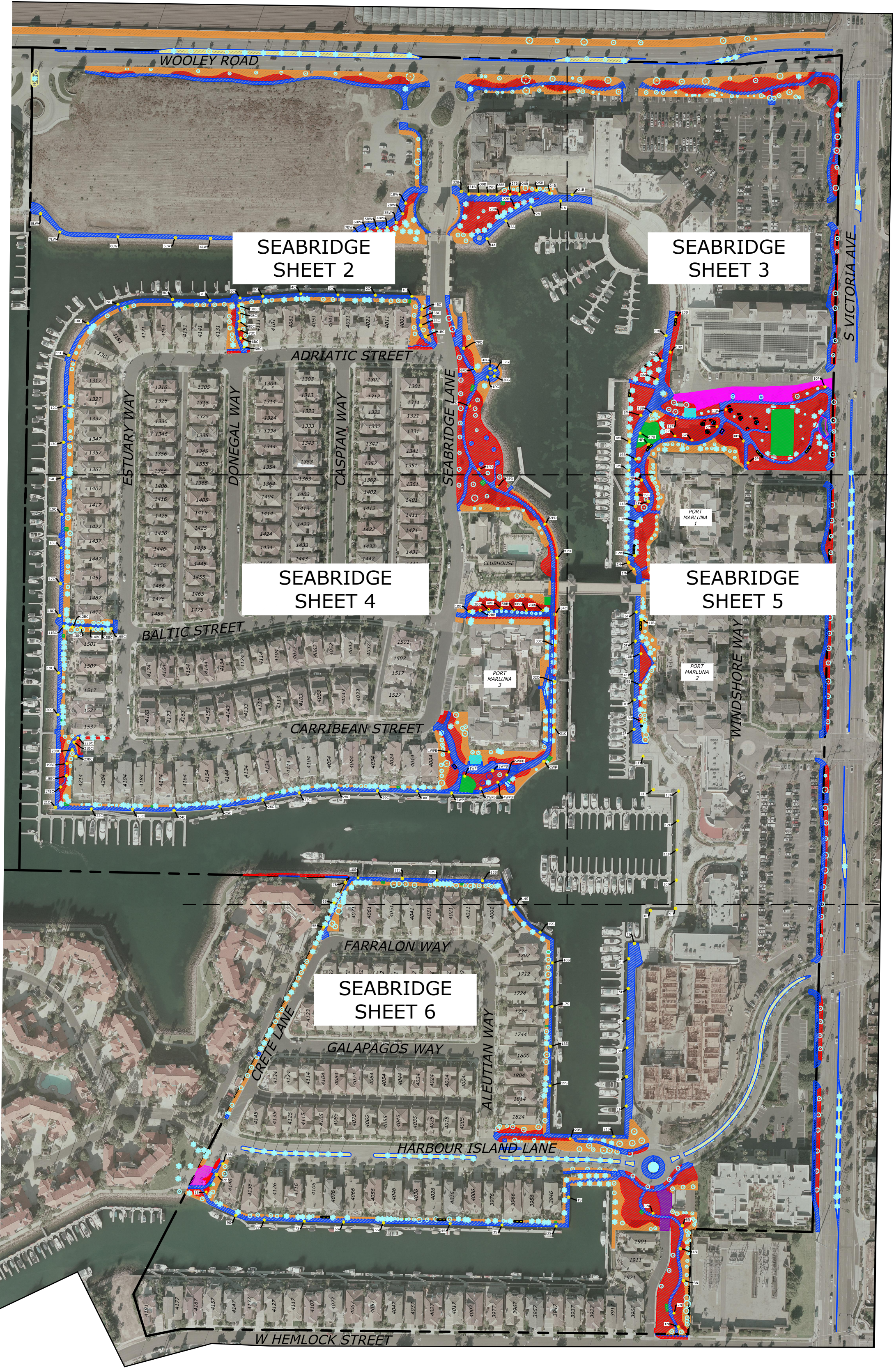
SEABRIDGE DEVELOPMENT LANDSCAPE QUANTITIES STUDY SEABRIDGE



SHEET INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	SEABRIDGE
3	SEABRIDGE
4	SEABRIDGE
5	SEABRIDGE
6	SEABRIDGE



SEABRIDGE		AREA (SQ. FT.)
	RESTROOM	1,460
	PARKING	13,794
	PLAYGROUND/EXERCISE	15,512
	MEDIAN	21,486
	TURF	203,999
	CONC	239,625
	PLANTER	196,222
	TREES	1,048
	TRASH RECEPTACLE	17
	BBQ PITS	6
	DRINKING FOUNTAINS	1
	PICNIC TABLES	6
	BENCHES	21
	STREET LIGHT	200
	BIKE RACK	2



Encompass Consultant Group
333 N. LANTANA ST., SUITE 207, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECCIVIL.COM

SALVADOR CONTRERAS, DATE: 01/23/2018
PROJECT ENGINEER
R.C.E.
W.O. 0013.05



REVISIONS		
MARK	DATE	DESCRIPTION

CITY OF OXNARD
Development Services Department

SEABRIDGE

APPROVED: _____ Date: _____

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VERT. N/A

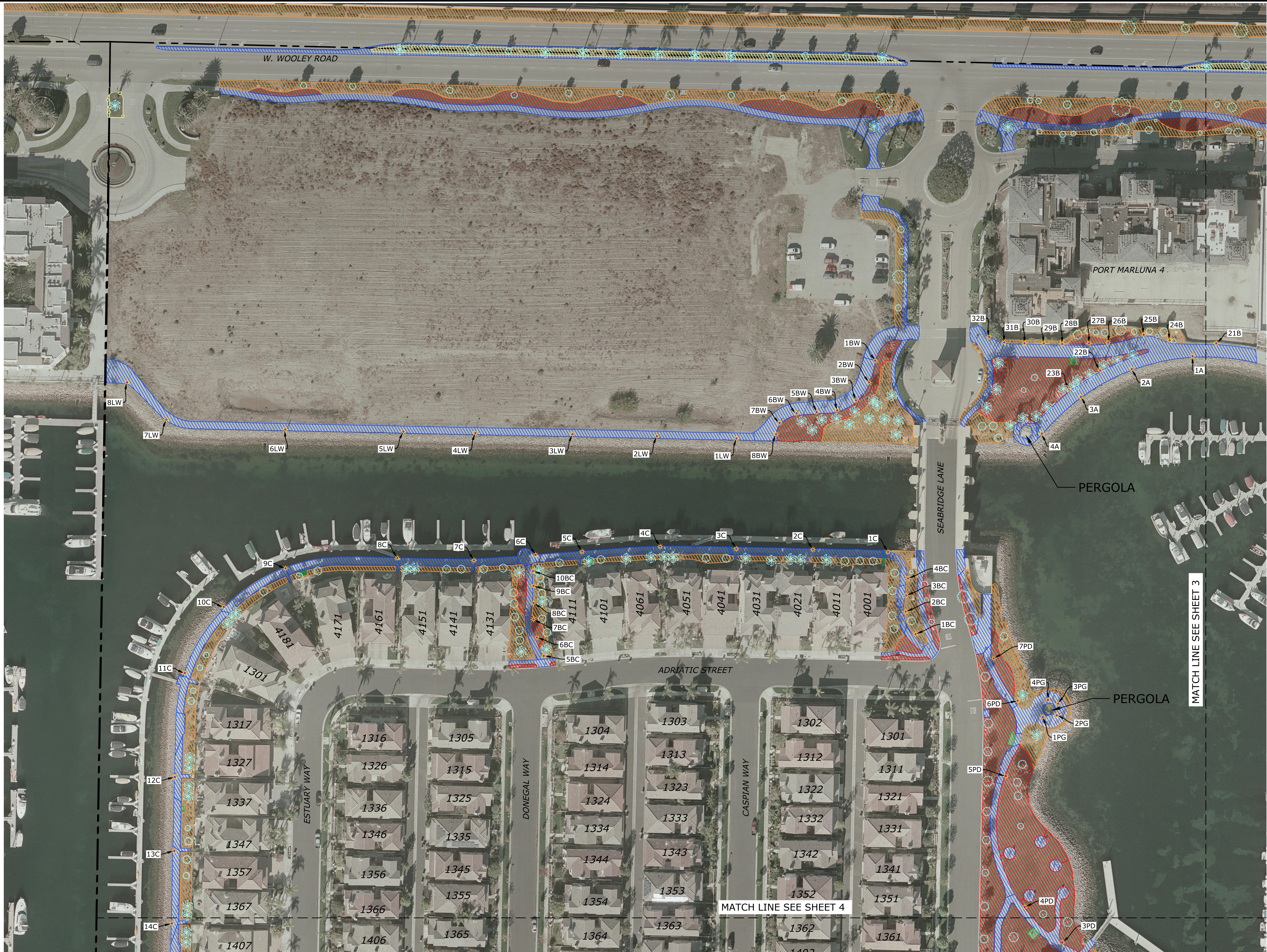
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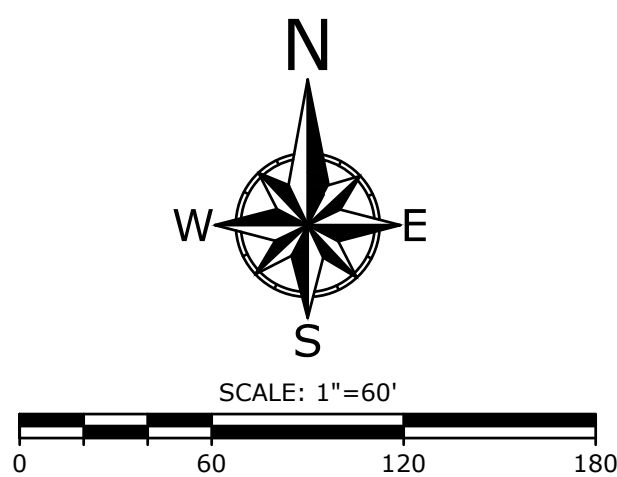
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PLOT BY: Remith

SAVE DATE: 2/6/2018 12:17:57 PM



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	PARKING	13,794		TREES	1,048
	PLAYGROUND/EXERCISE	15,512		TRASH RECEPTACLE	17
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PROJECT ENGINEER
R.C.E.
W.O. 0013.05



REVISIONS			
MARK	DATE	DESCRIPTION	BY
REVIEWED BY: _____			

CITY OF
OXNARD
CALIFORNIA

Development Services Department

SEABRIDGE

APPROVED: _____ Date: _____

City Engineer R.C.E. 46333

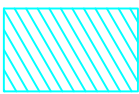
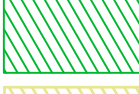
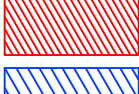
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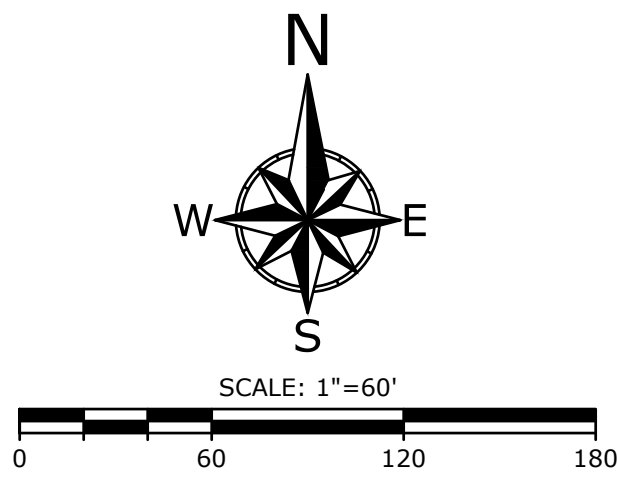
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SEABRIDGE		AREA (SQ. FT.)
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SALVADOR CONTRERAS, DATE: 01/23/2018
PROJECT ENGINEER
R.C.E.
W.O. 0013.05



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CITY OF
OXNARD
CALIFORNIA

Development Services Department

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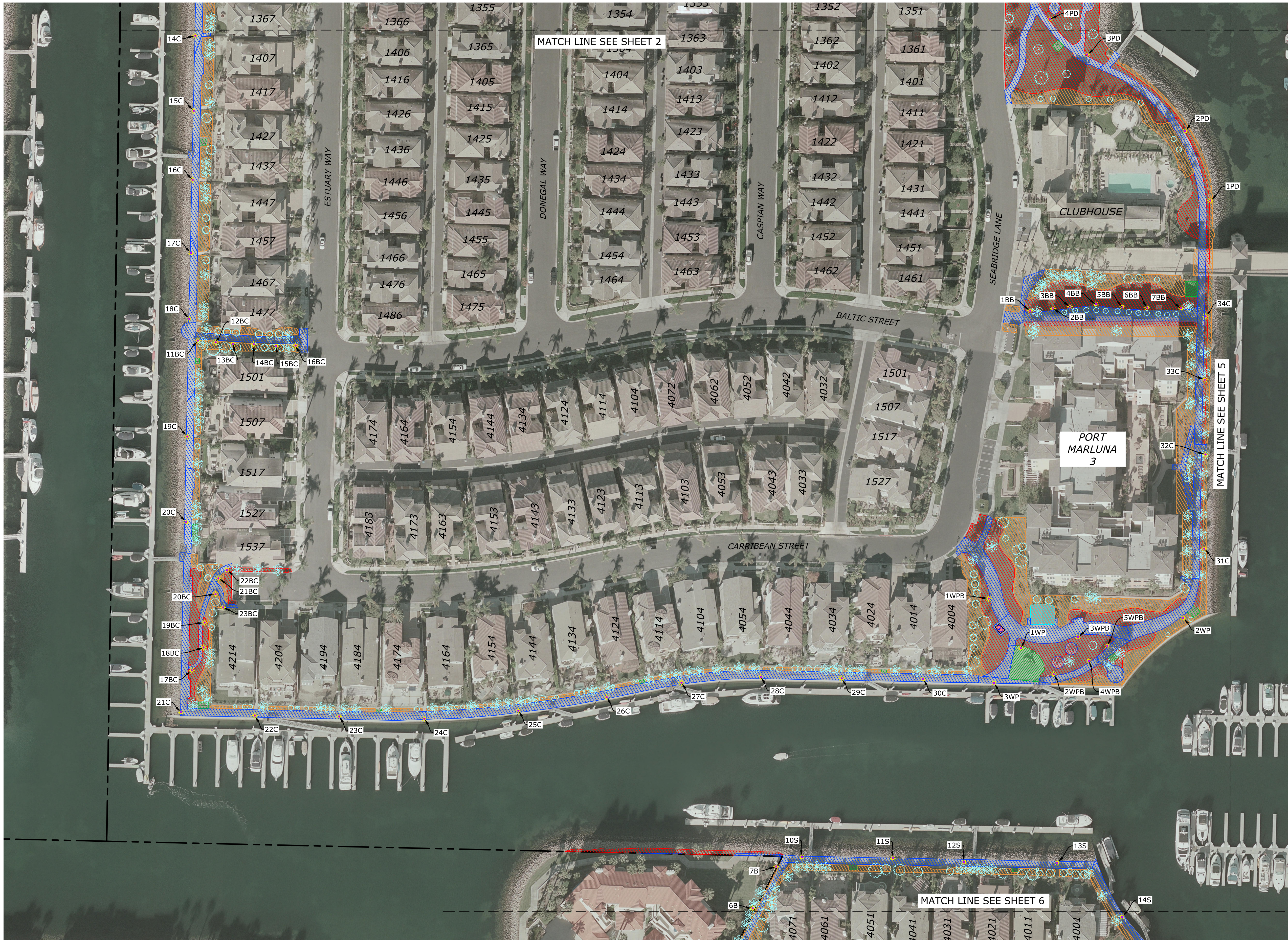
City Engineer R.C.E. 46333

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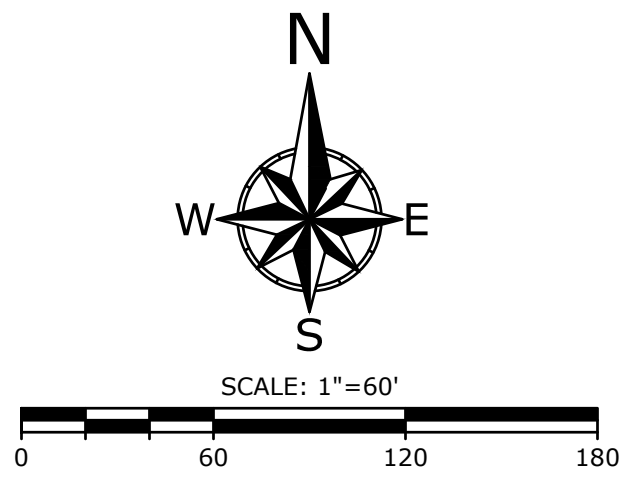
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SHEET NO. **3** OF **6**

DRAWING NUMBER



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	PARKING	13,794		TREES	1,048
	PLAYGROUND/EXERCISE	15,512		TRASH RECEPTACLE	17
	MEDIAN	21,486		BBQ PITTS	6
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	CONC	239,625		PICNIC TABLES	6
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Encompass Consultant Group
333 N. LANTANA ST., SUITE 207, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS, DATE: 01/23/2018
PROJECT ENGINEER
R.C.E.
W.O. 0013.05



REVISIONS			
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CITY OF
OXNARD
CALIFORNIA

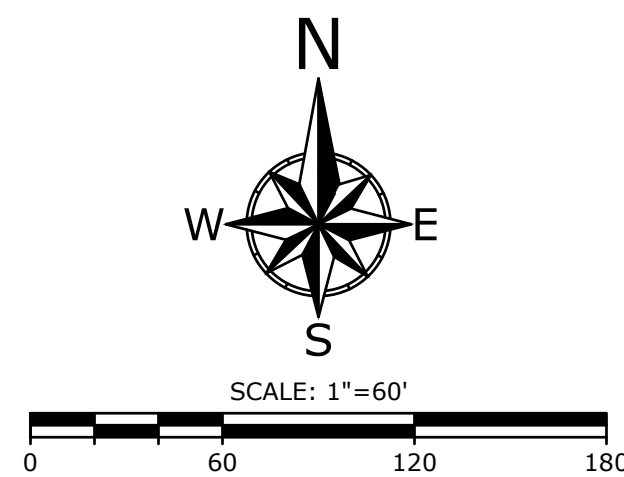
Development Services Department

SEABRIDGE

APPROVED: _____ Date: _____
City Engineer R.C.E. 46333

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SEABRIDGE		AREA (SQ. FT.)
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	PARKING	13,794
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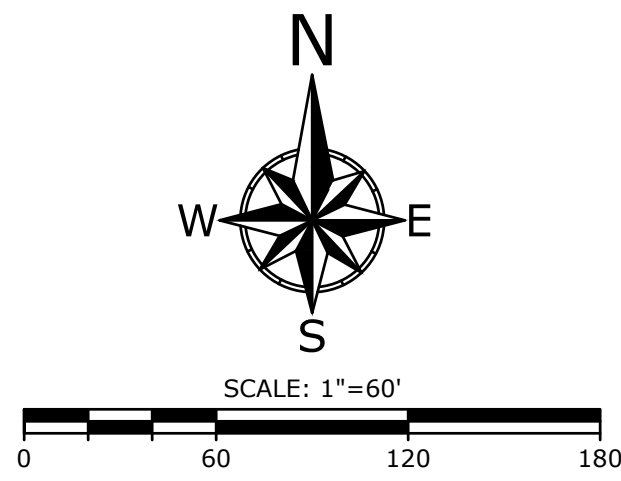
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PROJECT ENGINEER
R.C.E.
W.O. 0013.05



REVISIONS				CITY OF OXNARD CALIFORNIA Development Services Department	
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SEABRIDGE		AREA (SQ FT.)			AREA (SQ FT.)
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	PARKING	13,794		TREES	1,048
	PLAYGROUND/EXERCISE	15,512		STREET LIGHT	200
	MEDIAN	21,486		BIKE RACK	2
	TURF	203,999		BBQ PITTS	6
	CONC	239,625		DRINKING FOUNTAINS	1
				PICNIC TABLES	6





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333 N. LANTANA ST., SUITE 207, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECCIVIL.COM

SALVADOR CONTRERAS, DATE: 01/23/2018
PROJECT ENGINEER
R.C.E.
W.O. 0013.05



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CITY OF
OXNARD
CALIFORNIA

Development Services Department

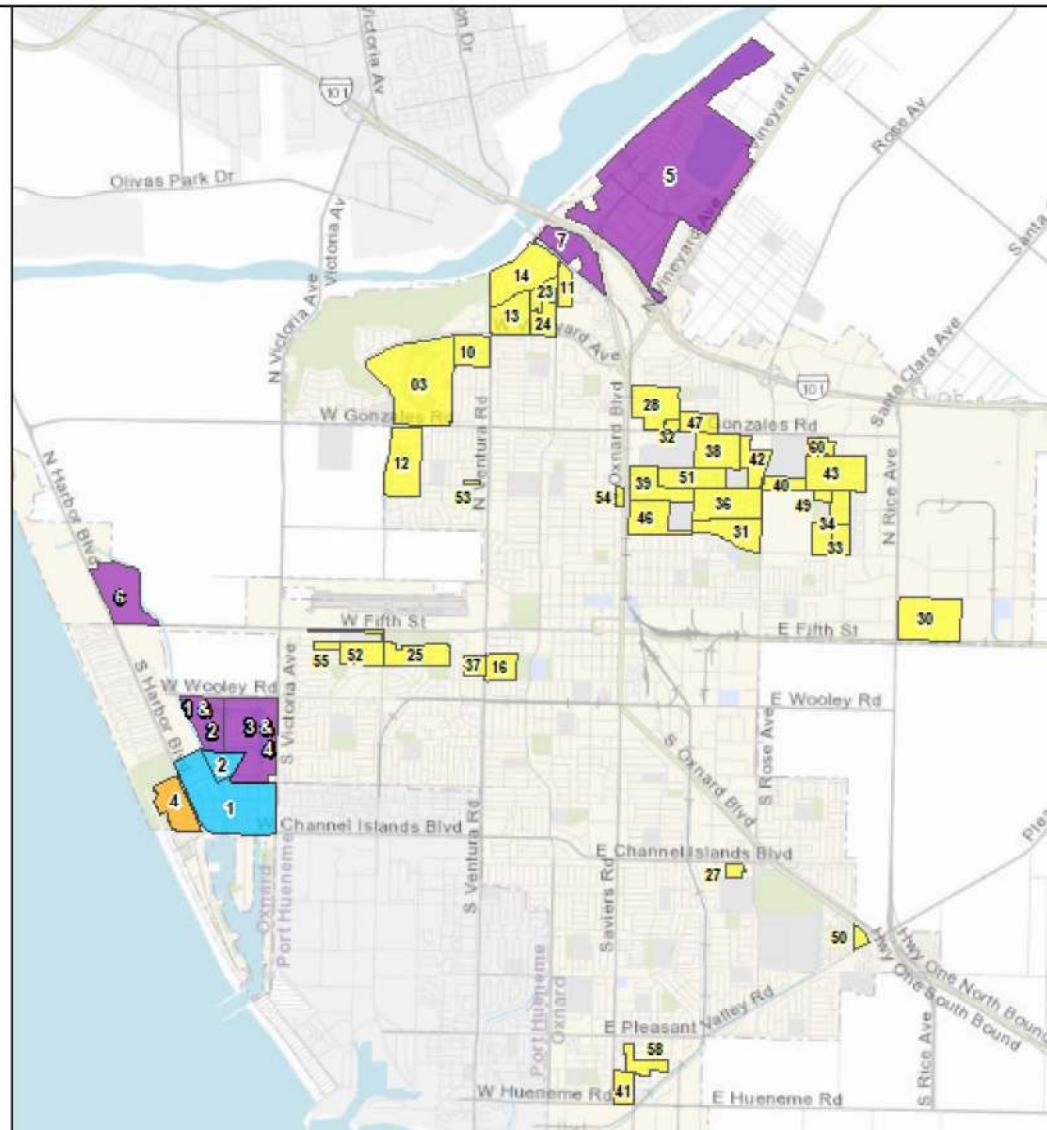
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City Engineer R.C.E. 46333 Date _____

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SHEET NO. **6** OF **6**

DRAWING NUMBER

LMD No. 60 (Artisan)



LANDSCAPE MAINTENANCE AGREEMENT WITH BRIGHTVIEW LANDSCAPING INC. FOR SEABRIDGE COMMUNITY FACILITIES DISTRICT 4

Public Works and Transportation Committee
May 11, 2021

Jeri Cooper, Special Districts
Project Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8322 with Brightview Landscaping Inc. in the amount of \$912,444 for a three-year term ending on June 30, 2024 for landscape maintenance services within Seabridge Community Facilities District 4.



- Special Districts is a Division of the Public Works Department and manages a total of 48 Assessment Districts
- Individual Districts have varying service levels from five (5) days per week to quarterly service
- Seabridge CFD 4 is Service Level A with contractor on property five (5) days per week

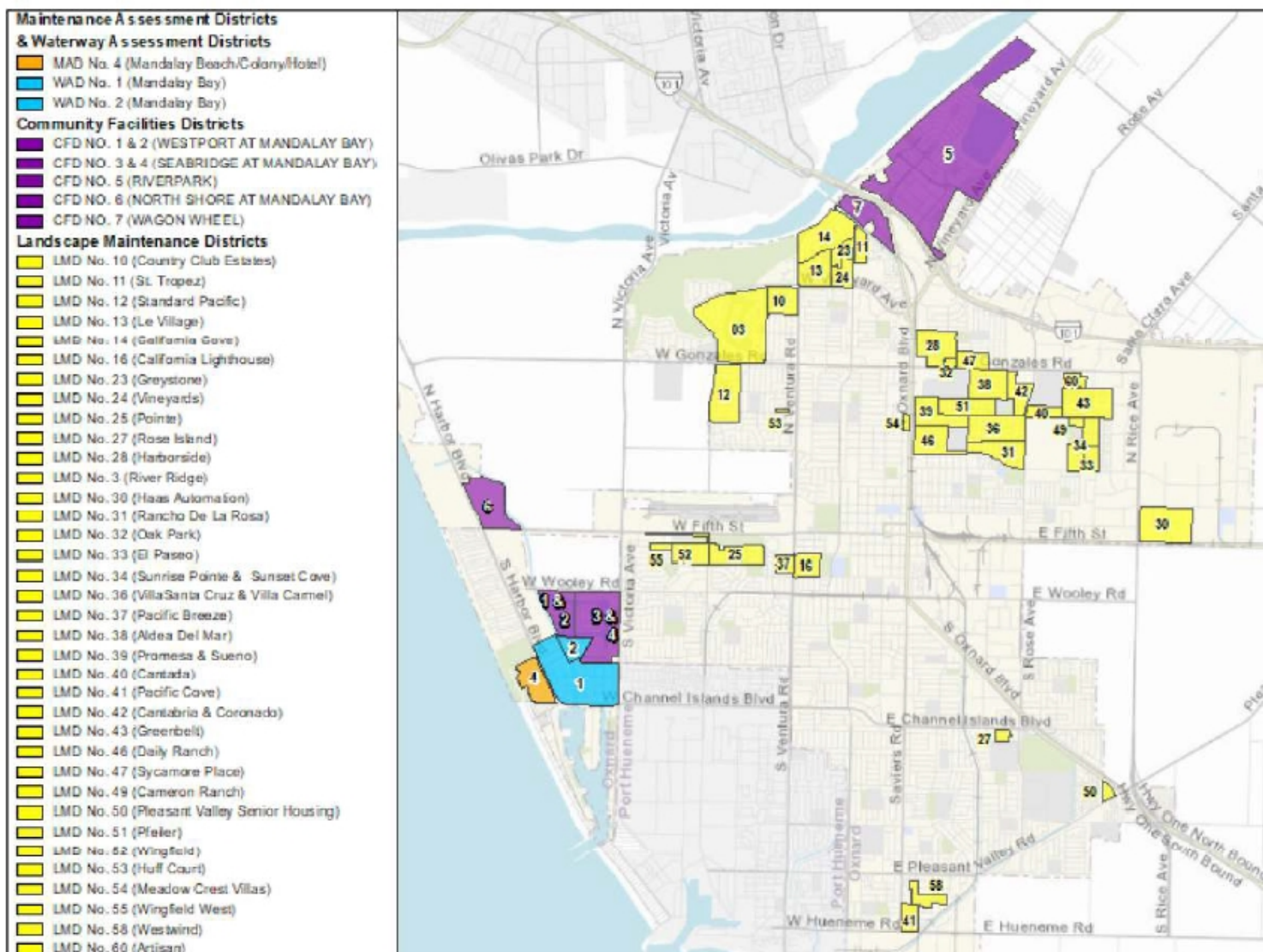


- Bid specifications released February 11,2021
- Bids returned March 15, 2021
- Received five (5) responsive bidders for this project
- Lowest bidder was Brightview Landscaping Services Inc.



- Total agreement with Brightview is \$912,444 for three (3) years
- Spending plan for the first year is included in the Proposed Budget for Fiscal Year 2021-22
- No impact to the General Fund

Service	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Landscape Maintenance	\$245,136	\$250,044	\$255,048	\$750,228
Restroom Maintenance	\$28,500	\$29,064	\$29,652	\$87,216
Crew Rental	\$25,000	\$25,000	\$25,000	\$75,000
Grand Total	\$298,636	\$304,108	\$309,700	\$912,444





QUESTIONS



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. C.2

DATE: May 11, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Agreement A-8315 with Brightview Landscape Services, Inc. for Landscape Maintenance Service for Waterways Assessment Districts Zone 1 Mandalay Bay and Zone 2 Harbour Island.

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8315 with Brightview Landscape Services, Inc. in the amount of \$195,176 for a three-year term ending on June 30, 2024 for landscape maintenance services within Waterways Assessment Districts Zone 1 Mandalay Bay and Zone 2 Harbour Island.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/jrV4aw0x3IM>

BACKGROUND

The Special Districts Division of Public Works currently manages 48 Special Assessment Districts including Landscape Maintenance Districts (LMDs,) Maintenance Assessment Districts (MAD), Waterways Assessment Districts (Waterways) and bonded and non-bonded Community Facilities Districts (CFDs) which provide for landscape maintenance throughout the City of Oxnard (City). These 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. Districts throughout the City have various service level requirements based on available funding. Services range from five (5) days per week to once per quarter. Waterways Zone 1 Mandalay Bay (Mandalay) is located between Harbor Boulevard and Victoria Avenue between Wooley Road and Channel Islands Boulevard. The current maintenance level for Mandalay is Service Level B, bi-monthly. Waterways Zone 2 Harbour Island (Harbour Island) is on a peninsula located at the end of Harbour Island Lane and is a linear park that surrounds the exterior of the Harbour Island Condominium complex. Harbour Island is currently at Service Level C, maintenance every three (3) weeks.

DISCUSSION

On February 8, 2021, the City released a request for bid (RFB 21-58) for landscape maintenance services for these Districts. Bids were due back to the City on March 11, 2021. The City received a total of five (5) bids for these services. One bidder, Wildscape Restoration, was deemed non-responsive as they did not complete the bid form with all the required bid information. The lowest, responsible bidder for this project was Brightview

Landscape Services, Inc. (Brightview). Brightview 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. Additionally, vendors were asked to provide bids for crew rental services (\$145 per hour) which were not used in calculating the winning bid.

Table 1. RFB Results (monthly rate)

Vendor	District	Service Level A	Service Level B	Service Level C	Service Level D	Service Level F	Total
American Heritage Landscape	Zone 1 Mandalay Bay	\$4,325	\$3,676.25	\$3,418.91	\$3,179.59	\$1,162.50	\$15,762.25
	Zone 1 Harbour Island	\$2,177	\$1,850.45	\$1,720.91	\$1,600.45	\$1,083.50	\$8,432.31
	Total for Landscape bid costs						\$24,194.56
Brightview Landscape Services, Inc.	Zone 1 Mandalay Bay	\$6,460.22	\$3,257.38	\$2,531.56	\$1,498.07	\$387.75	\$14,134.98
	Zone 1 Harbour Island	\$4,379.29	\$2,203.30	\$1,648.74	\$991.58	\$224.99	\$9,447.90
	Total for Landscape bid costs						\$23,582.88
Garcia's Landscaping Maintenance	Zone 1 Mandalay Bay	\$5,380.00	4,700.00	2,040.00	1,400.00	480.00	\$14,000.00
	Zone 1 Harbour Island	\$4,000.00	\$3,500.00	\$3,000.00	\$1,036.00	\$384.00	\$11,920.00
	Total for Landscape bid cost						\$25,920.00
	Local Preference (5% deduction)						\$24,624.00
Mariposa Landscapes, Inc.	Zone 1 Mandalay Bay	\$5,279.30	\$4,418.05	\$4,195.75	\$4,013.75	\$3,740.75	\$21,647.60
	Zone 1 Harbour Island	\$2,843.00	\$2,379.00	\$2,259.00	\$2,161.00	\$2,014.00	\$11,656.00
	Total for Landscape bid cost						\$33,303.60

Wildscape Restoration (non-responsive)	Zone 1 Mandalay Bay	No Bid	\$7,769.42	No Bid	No Bid	No Bid	\$7,769.42
	Zone 1 Harbour Island	No Bid	No Bid	\$2,974.98	No Bid	No Bid	\$2,974.98
	Total for Landscape bid cost						N/A

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The total cost for the three (3) year agreement with Brightview is \$195,176 for landscape maintenance services within Waterways Assessment Districts Zone 1 Mandalay Bay and Zone 2 Harbour Island. All costs associated with this agreement will be charged to Waterways Zone 1 Mandalay Bay Fund (121) and Waterways Zone 2 Harbour Island Fund (177). The spending plan for the first year is included in the Proposed Budget for Fiscal Year 2021-22. Respective funding will be requested in future fiscal years. There is no impact to the General Fund for this agreement.

Table 2. Spending Plan

Service		FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Landscape Maintenance	Zone 1 Mandalay Bay (Fund 121)	\$39,088.56	\$39,870.36	\$40,667.76	\$119,626.68
	Zone 2 Harbour Island (Fund 177)	\$19,784.88	\$20,180.52	\$20,584.20	\$60,549.60
Additional Services	On-Call Crew Rental Services				\$15,000.00
Grand Total		\$58,873.44	\$60,050.88	\$61,251.96	\$195,176.28

Prepared by: Jeri Cooper, Special Districts Project Manager, Steve Howlett, Assistant Public Works Director

ATTACHMENTS

- BrightView Waterways A-8315

2. Brightview Bid-Waterways
3. Mandalay Bay Maps
4. Harbor Island Only Maps
5. Special Districts Map_Legend
6. Waterways Assessment Districts Presentation

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2021
- (2) Vendor: BrightView Landscape Services, Inc.
- (3) Services: Landscape maintenance service for Waterways Assessment Districts- Zone 1 Mandalay Bay and Zone 2 Harbour Island
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein
- (5) Agreement Ending Date: June 30, 2024
- (6) Total Agreement Amount: \$195,176
- (7) City's Project Manager: Jeri Cooper, Project Manager
- (8) Vendor's Project Manager: Scott Godfrey
- (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:

2064 Eastman Ave, Unit 104
Ventura, CA 93003
Attn: Scott Godfrey, General Manager

FOR CITY:

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

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Scott Godfrey, General Manager
Scott.Godfrey@ Brightview.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
☒ Rates and Costs Exhibit
☒ Schedule of Services Exhibit

☒ Living Wage Policy Exhibit
☒ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. 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 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]

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

BRIGHTVIEW LANDSCAPE SERVICES, INC

☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel White, Purchasing Manager
☐ Eric Hernandez, Buyer

 04/21/2021

 Fred Freund, Senior Vice President Date

 4/22/2021

 Scott Godfrey, Vice President/GM Date

ATTEST:

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

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.

SCOPE OF SERVICES EXHIBIT

SECTION 0. GREENBOOK

0-1 INCORPORATION.

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

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

0-2 NUMBERING OF GENERAL PROVISIONS.

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

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

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

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

Calendar Days – See “Days” in Greenbook.

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

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

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

County – The County of Ventura, California.

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

Project – See “Work” in Greenbook.

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

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

Waterways – a type of assessment district.

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

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

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

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

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

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage [see Greenbook].

1-3.3 Institutions.

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

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

latest edition, Department of Transportation

1-4 UNITS OF MEASURE [see Greenbook].

1-4.1 General [see Greenbook].

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

1-5 SYMBOLS [see Greenbook].

SECTION 2. SCOPE AND CONTROL OF THE WORK

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

2-2 ASSIGNMENT.

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

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

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

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

2-3 SUBCONTRACTORS [see Greenbook].

2-3.1 General.

Greenbook Section 2-3.1 is not incorporated.

2-3.2 Self Performance

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

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

2-3.3 Status of Subcontractors.

Greenbook Section 2-3.3 is not incorporated.

2-4 CONTRACT BONDS.

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

“No Bonds are required.”

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General [see Greenbook].

2-5.2 Precedence of the Contract Documents.

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

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

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

2-5.3 Submittals [see Greenbook].

- 2-5.3.1 General [see Greenbook].
- 2-5.3.2 Working Drawings [see Greenbook].
- 2-5.3.3 Shop Drawings [see Greenbook].
- 2-5.3.4 Supporting Information [see Greenbook].

- 2-5.3.5 Installation Instructions [see Greenbook].
- 2-5.3.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].

2-6 WORK TO BE DONE.

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

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

2-7 SUBSURFACE DATA.

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

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

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

2-9 SURVEYING.

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

2-9.1 Permanent Survey Markers.

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

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

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

2-9.2 Survey Service.

Greenbook Section 2-9.2 is not incorporated.

2-9.3 Private Engineers [see Greenbook].

2-9.4 Line and Grade [see Greenbook].

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

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

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

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

2-11 INSPECTION.

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

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

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

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

City will perform a bi-monthly site inspection with the Contractor. At that time, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. These reports will detail landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager or his or her representative no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

SECTION 3. CHANGES IN WORK

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

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

3-5 DISPUTED WORK [see Greenbook].

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

4-1.1 General [see Greenbook].

4-1.2 Protection of Work and Materials.

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

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

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

SECTION 5 UTILITIES

5-1 LOCATION.

5-1.1 General [see Greenbook].

5-1.2 Payment [see Greenbook].

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

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

5-2 PROTECTION.

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

5-3 REMOVAL.

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

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

5-4 RELOCATION.

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

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

Work may be conducted at or adjacent to the Work site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the

site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefore.

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

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

Greenbook Section 6-1 is not incorporated.

6-1.1 Baseline Construction Schedule.

Greenbook Section 6-1.1 is not incorporated.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

6-2 PROSECUTION OF THE WORK.

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

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

1. Deduct from Contractor’s next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.
2. If the Work is four (4) or more Calendar days late, deduct an amount of \$250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.
3. Send the City’s own forces or another contractor to complete the incomplete Work.

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



ASSESSMENT DISTRICT MAINTENANCE CITATION FORM

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

City of Oxnard

Date

Contractor

Date

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

6-3.1 General [see Greenbook].

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

6-4 TERMINATION OF THE CONTRACT FOR DEFAULT.

Greenbook Section 6-4 is not incorporated.

6-4.1 General.

Greenbook Section 6-4.1 is not incorporated.

6-4.2 Notice to Cure.

Greenbook Section 6-4.2 is not incorporated.

6-4.3 Notice of Termination for Default.

Greenbook Section 6-4.3 is not incorporated.

6-4.4 Responsibilities of the Surety.

Greenbook Section 6-4.4 is not incorporated.

6-4.5 Payment.

Greenbook Section 6-4.5 is not incorporated.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

Greenbook Section 6-5 is not incorporated.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General.

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

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

6-6.2 Extensions of Time.

Greenbook Section 6-6.2 is not incorporated.

6-6.3 Payment for Delays.

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

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

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

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

6-6.4 Written Notice and Report.

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

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

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General [see Greenbook].

6-7.2 Not Used [see Greenbook].

6-7.3 Contract Time Accounting [see Greenbook].

Greenbook Section 6-7.3 is not incorporated.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Greenbook Section 6-8 is not incorporated.

6-8.1 Completion.

Greenbook Section 6-8.1 is not incorporated.

6-8.2 Acceptance.

Greenbook Section 6-8.2 is not incorporated.

6-8.3 Warranty.

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

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

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

6-9 LIQUIDATED DAMAGES.

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

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

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

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

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

City may terminate this Agreement at any time, with or without cause and without penalty, with written notice. Such termination shall be effective immediately. In the event of termination of

this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor compensation for all Work satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Contractor receive an amount exceeding that which would have been paid to Contractor for the full performance of the Work. If City pays for any materials, City shall be entitled to the title and possession of such materials.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

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

7-1.1 General [see Greenbook].

7-1.2 Temporary Utility Services [see Greenbook].

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

7-2 LABOR.

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

7-2.1 General [see Greenbook].

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

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

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

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

7-2.1.2 Sleeping [additional to the Greenbook].

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

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

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

The Contractor acknowledges that this Work is a "public work" as defined in Labor Code Section 1720 et seq., and that this Work is subject to Labor Code Section 1720 et seq., including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described

in Labor Code Section 1720 et seq. and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

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

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

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

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

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

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

7-2.2.5 Apprentices [additional to the Greenbook].

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

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

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

7-2.3 Payroll Records.

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

“The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR.”

7-2.4 Hours of Labor.

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

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

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

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

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

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

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

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

7-2.8 Survival [additional to the Greenbook].

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

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

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

Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;

Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

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

Contractor shall compensate any employee who provides services under this Agreement in accordance with the Living Wage Policy. In fiscal year 2020-2021, Contractor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

Contractor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

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

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

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

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

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

7-3 INSURANCE [see Greenbook].

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

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

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

7-4 INDEMNIFICATION [additional to the Greenbook].

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

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

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively “Indemnitees”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys’ fees, experts’ fees, and other related costs and expenses (individually, a “Claim,” or collectively, “Claims”). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitee.

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

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

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

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of

their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.4 Survival [additional to the Greenbook].

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

7-5 PERMITS.

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

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

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

7-7 COOPERATION AND COLLATERAL WORK.

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

7-8 WORKSITE MAINTENANCE.

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

The Contractor shall make arrangements 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 the 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 the start of that operation and approved by the City Inspector.

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

Relocations, repairs, replacements, or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

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

7-10 SAFETY.

7-10.1 Access [additional to the Greenbook].

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

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

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

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

7-10.2 Traffic [additional to the Greenbook].

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

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

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

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

(1) hour after the school day start time and one (1) hour before or one (1) hour after school day end time. Contractor shall notify the relevant school district of any impacts.

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

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

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

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

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

7-10.3 Haul Routes.

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

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

7-10.4 Safety [see Greenbook].

- 7-10.4.1 Work Site Safety [see Greenbook].
- 7-10.4.1.1 General [see Greenbook].
- 7-10.4.1.2 Work Site Safety Official [see Greenbook].
- 7-10.4.2 Safety Orders [see Greenbook].
- 7-10.4.2.1 General [see Greenbook].
- 7-10.4.2.2 Shoring Plan [see Greenbook].
- 7-10.4.2.3 Payment [see Greenbook].
- 7-10.4.3 Use of Explosives [see Greenbook].
- 7-10.4.4 Hazardous Substances [see Greenbook].
- 7-10.4.5 Confined Spaces [see Greenbook].
- 7-10.4.5.1 Confined Space Entry Program (CSEP) [see Greenbook].
- 7-10.4.5.2 Permit-Required Confined Spaces [see Greenbook].
- 7-10.4.5.3 Payment [see Greenbook].

7-10.5 Security and Protective Devices.

7-10.5.1 General [see Greenbook].

7-10.5.2 Security Fencing [see Greenbook].

7-10.5.3 Steel Plate Covers [see Greenbook].

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

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work.

Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

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

7-10.5.4.1 Emergencies [additional to the Greenbook].

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished to bring the Project into compliance with CalOSHA and Federal OSHA requirements.

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

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

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

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be

restricted and parking will not be allowed along the street scheduled for the Work. Contractor must get notices pre-approved by the Project Manager before distribution. All notices shall be hand-delivered by the Contractor to adjacent residents, businesses, and other areas directed by the Project Manager.

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

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

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

7-12 ADVERTISING [see Greenbook].

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

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

7-14 ANTITRUST CLAIMS.

Greenbook Section 7-14 is not incorporated.

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

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

7-16 CONFIDENTIALITY [additional to the Greenbook].

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

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

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

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

7-16.3 Exemptions [additional to the Greenbook].

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

7-16.4 Enforcement [additional to the Greenbook].

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

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

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

7-16.6 Survival [additional to the Greenbook].

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

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

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

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

SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General [see Greenbook].

9-1.2 Methods of Measurement.

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

9-1.3 Certified Weights [see Greenbook].

9-2 LUMP SUM WORK [see Greenbook].

9-3 PAYMENT.

9-3.1 General [see Greenbook].

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

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

 Itemized Monthly Completed Maintenance Services Form (Service Level A)				
District Name: _____				
Turf Maintenance	Date(s) Completed			
Mowing, Edging and Trimming (every week)				
Aerate to relieve compaction (3x per year)				
Dethatch (annually)				
Overseed Stressed Areas (bi-annually)				
Fertilization Schedule				
Turf (quarterly)				
Shrubs, Ground Cover, Vines (monthly)				
Trash and Debris Removal				
Entire Area (daily)				
Pest Control				
Control and eradication of all plant pests within the landscape (as required)			(mark if completed)	
Weed Control				
Control and eradication of all weeds (daily)				
Pruning and Trimming				
Shrubs, Ground Cover, Vines (weekly)				
Trees - maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly			(mark if completed)	
General Site Maintenance				
Restrooms			(mark if completed)	
Play Structures			(mark if completed)	
Exercise Stations			(mark if completed)	
Graffiti (respond within 24 hours of notification)			(mark if completed)	
Irrigation Checks (daily)				
Electrical Checks				
the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."				
Signed: _____		Date: _____		

CITY OF OXNARD CALIFORNIA Itemized Monthly Completed Maintenance Services Form (Service Level B)							
District Name:							
<u>Turf Maintenance</u>	Date(s) Completed						
Mowing, Edging and Trimming (every week)							
Aerate to relieve compaction (3x per year)							
Dethatch (annually)							
Overseed Stressed Areas (bi-annually)							
<u>Fertilization Schedule</u>							
Turf (quarterly)							
Shrubs, Ground Cover, Vines (monthly)							
<u>Trash and Debris Removal</u>							
Entire Area (daily)							
<u>Pest Control</u>							
Control and eradication of all plant pests within the landscape (as required)						(mark if completed)	
<u>Weed Control</u>							
Control and eradication of all weeds (daily)							
<u>Pruning and Trimming</u>							
Shrubs, Ground Cover, Vines (weekly)							
Trees - maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly						(mark if completed)	
<u>General Site Maintenance</u>							
Restrooms						(mark if completed)	
Play Structures						(mark if completed)	
Exercise Stations						(mark if completed)	
Graffiti (respond within 24 hours of notification)						(mark if completed)	
Irrigation Checks (daily)							
Electrical Checks							
the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form.							
Signed:		Date:					

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

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

9-3.2.2 Payments [additional to the Greenbook].

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

9-3.3 Delivered Materials [see Greenbook].**9-3.4 Mobilization.**

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

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

9-4 AUDIT [additional to the Greenbook].

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

SECTION 10. ADDITIONAL TERMS [additional to the Greenbook]**10-1 LICENSES [additional to the Greenbook].**

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

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

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

The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

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

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

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

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

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

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

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

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

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

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

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

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

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

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

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

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

10-10 TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

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

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

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

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

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

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

10-12 CONSTRUCTION [additional to the Greenbook].

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

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

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

10-14 WAIVER [additional to the Greenbook].

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

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

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

10-16 TERM [additional to the Greenbook].

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

10-17 NOTICE [additional to the Greenbook].

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

10-18 SURVIVAL [additional to the Greenbook].

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

10-19 SEVERABILITY [additional to the Greenbook].

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

SECTION 800. LANDSCAPING AND IRRIGATION

800-1 LANDSCAPING MATERIALS [see Greenbook].

800-1.1 Topsoil [see Greenbook].

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

800-1.1.3 Class "B" Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class "C" Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

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

800-1.2.1 General [see Greenbook].

800-1.2.2 Manure [see Greenbook].

800-1.2.3 Commercial Fertilizer [see Greenbook].

- 800-1.2.4 Organic Soil Amendment [see Greenbook].**
- 800-1.2.5 Mulch [see Greenbook].**
- 800-1.3 Seed [see Greenbook].**
- 800-1.4 Plants [see Greenbook].**
- 800-1.4.1 General [see Greenbook].**
- 800-1.4.2 Trees [see Greenbook],**
- 800-1.4.3 Shrubs [see Greenbook].**
- 800-1.4.4 Flatted Plants [see Greenbook].**
- 800-1.4.5 Sod and Stolons (turf grass) [see Greenbook].**
- 800-1.4.6 Cuttings [see Greenbook].**
- 800-1.5 Headers, Stakes, and Ties.**

Greenbook Section 800-1.5 is not incorporated.

800-2 IRRIGATION SYSTEM MATERIALS.

Greenbook Section 800-2 is not incorporated.

800-3 ELECTRICAL MATERIALS.

Greenbook Section 800-3 is not incorporated.

SECTION 801 INSTALLATION

801-1 General [see Greenbook].

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

801-2.1 General.

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

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

801-2.2.1 General.

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

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

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

801-2.3 Finish Grading [see Greenbook].

801-3 HEADER INSTALLATION [see Greenbook].

801-4 PLANTING [see Greenbook].

801-4.1 General [see Greenbook].

801-4.2 Protection and Storage [see Greenbook].

801-4.3 Layout and Plant Location [see Greenbook].

801.4.4 Specimen Planting [see Greenbook].

801.4.5 Tree and Shrub Planting [see Greenbook].

801-4.6 Plant Staking and Guying [see Greenbook].

801.4.6.1 Method “A” Tree Staking [see Greenbook].

801.4.6.2 Method “B” Tree Staking [see Greenbook].

801-4.6.3 Guying [see Greenbook].

801-4.7 Ground Cover and Vine Planting [see Greenbook].

801-4.8 Lawn Planting [see Greenbook].

801-4.8.1 General [see Greenbook].

801-4.8.2 Seed [see Greenbook].

801-4.8.3 Sod [see Greenbook].

801-4.8.4 Stolon Planting

Greenbook Section 801-4.8.4 is not incorporated.

801-4.9 Erosion Control Planting [see Greenbook].

801-4.9.1 General [see Greenbook].

801-4.9.2 Straw Stabilization

Greenbook Section 801.4.9.2 is not incorporated.

801-4.9.3 Seeding and Mulching [see Greenbook].

801-4.9.4 Sprigging [see Greenbook].

801-4.9.5 Watering [see Greenbook].

801-5 IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT [see Greenbook].

801-7 MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8 PAYMENT

Greenbook Section 801-8 is not incorporated

SPECIAL PROVISIONS**SECTION 1000. TURF MAINTENANCE****1000-1 MOWING AND EDGING OF TURF.**

The Contractor shall mow and edge all turf grass. Generally, the turf grass shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all grass clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring line. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement.

The Contractor shall remove thatch build-up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verti-cutting shall be performed on all turf areas.

1000-3 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

1000-4 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator License issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative three (3) days before application of pesticides. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports. Contractor shall provide the 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 the Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water in qualities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district. The Contractor shall maintain and/or replace all irrigation systems and appurtenances. Replacement of irrigation labor costs to be included in this bid. Materials and supplies for the replacement of irrigation may be provided by Contractor for an additional fee if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick cover boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a sprinkler coverage test, on designated service days. As determined by the City, all routine maintenance labor shall be provided at the Contractor's expense. Additional repair and

replacement items not considered routine maintenance will be a separate item subject to the City's Public Projects bid requirements. Contractor shall turn off all irrigation controllers during periods of rain and turn them back on and reprogram them at the end of the rainy period.

Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810.

Once City notifies Contractor of any irrigation related issues, Contractor must respond within 24 hours with a resolution.

1000-6 TURF WEED CONTROL

Contractor shall keep all turf grass areas weed-free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in a district with Service Level A, Contractor shall complete, control and eradicate all weeds weekly. Contractor shall do this for that particular district with a product to be pre-approved by the Project Manager or his or her representative.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative.

SECTION 2000. SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2000-1 PRUNING AND EDGING.

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2000-2 GROUNDCOVER PRUNING.

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site.

2000-3 FERTILIZATION.

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants according to the Service Level listed in the Chart for that particular district. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

2000-4 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect or disease related problems.

2000-5 WATER.

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas and report any problems, in writing, that may be present during maintenance visits. Contractor is responsible for damage to plants that were not reported to the City in writing and shall be responsible for replacement of these items. All watering must adhere to the City's Water Ordinance No. 2810.

Any standing water or puddles created in thoroughfares and paths of travel must be removed.

2000-6 BED WEED CONTROL.

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district with Service Level A, Contractor shall inspect, control and eradicate all weeds weekly.

SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

The Contractor or his or her representative shall possess a valid Arborist certification from the International Society of Arboriculture or similar program approved by the City. This Arborist must oversee all pruning work including root pruning and certifying all Work meets requirements. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall prune, shape and structure trees according to the Service Level listed in the Chart for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs trees as required to prevent encroachment and maintain the shrub's and tree's natural form.

There shall not be any removal of trees under this Contract. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots. Roots growing around base of tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

3000-2 FERTILIZATION.

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release) tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

3000-3 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify the City and make recommendations, in writing, of all other trees that may need supplemental insect and disease control.

3000-4 WATER.

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

3000-5 STAKING.

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

SECTION 4000. GENERAL SITE MAINTENANCE

4000-1 LITTER AND DEBRIS CONTROL.

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. This includes curb and gutter areas. Litter shall be removed on service days from all areas of responsibility of the included maps.

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 may be maintained through a separate janitorial contract. If Contractor notices any park amenities that need service or repair, they are to be reported to the Project Manager or his or her representative for corrective action. It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

4000-2-1 SERVICE LEVEL A

Contractor will be required to open up restrooms first thing in the morning when they arrive on property Monday – Friday. BBQ's within the parks should be checked twice per week on Mondays and Fridays. Cool coals and debris should be disposed of properly. Contractor will be required to clean the BBQ grills, pressure wash picnic pavilions and playground equipment bi-monthly May – October and monthly November – April. Additional pressure washing will be required on the day before and after a major holiday. Tennis and basketball courts are to be pressure washed every March, June, September, and December.

4000-2-2 SERVICE LEVEL B-F

Contractor will be responsible for providing maintenance to aforementioned amenities on service days.

4000-3 ELECTRICAL SYSTEM LIGHTING.

If applicable to the District, the Contractor shall regularly inspect all electrical lighting systems, including, but not limited to, all lighting fixtures, luminaires, ballasts or bulbs located on the premises of the Work site and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis. All repairs shall be handled by an outside Electrician and is not included in this contract.

4000-4 WATER AND ELECTRICAL COSTS.

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

4000-5 GRAFFITI

The Contractor shall be responsible to remove small amounts of graffiti (licensed plate size) as it appears upon any walkways, walls or any appurtenant structures within the areas under the Contractor's maintenance. Contractor is required to notify the Project Manager or his or her designee of any graffiti discovered. All materials and processes used in graffiti eradication shall be non-injurious to the surfaces and approved by CAL-OSHA. Materials and processes used must be approved by the Project Manager or his or her designee prior to use.

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor to complete the removal.

4000-6 VANDALISM AND THEFT.

The Contractor shall include all labor costs for repairs within the Bid. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

4000-7 LANDSCAPE REPLACEMENT.

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

4000-8 INSPECTIONS.

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each District to determine if there are deficient areas prior to the beginning of services.

Contractor or representative shall be available to perform regular inspections of the Assessment District(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

4000-9 RESPONSE AND INQUIRIES.

The Contractor shall be required to respond (within 30 minutes) to any inquires, telephone calls, and emergency situations emanating from City staff. The Contractor shall have the ability to be contacted by phone from its office whenever such situations occur on a 24 hour basis, seven (7) days per week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

4000-10 TRAFFIC CONTROL.

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, Contractor must submit a traffic control plan to the City Traffic Engineer. The City to pay for all traffic control permits.

4000-11 DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.

If applicable to the District, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. Monthly, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint. Plants must be trimmed away from the fence and irrigation heads must be operating in a manner as to not spray the fence. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe.

4000-12 SOFTWARE.

Contractor will be required to utilize the Cappsure It program or any program designated by the Project Manager or his or her representative during the term of the contract. Usage of the program will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

SECTION 5000. LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET

5000-1 INSTRUCTIONS FOR USE.

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all State and Federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. SDS (Safety Data Sheets) forms shall be placed in visible locations prior to spray applications. Use must be reported to the County of Ventura.

5000-2 CHEMICALS AND FERTILIZERS.

Contractor, rather than the City, shall apply all chemicals and fertilizers.

5000-3 WEATHER.

Chemical types and applications must be applied based upon the weather conditions.

5000-4 INSECT, DISEASE AND NUTRIENT PROBLEMS.

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

5000-5 EXTRA VISITS.

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

5000-6 NUTRIENTS.

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

5000-7 WATERWAYS RIPRAP

Where applicable, Contractor shall maintain the loose stone used to form the foundation for the breakwater along waterways within the District. This includes the treatment and abatement of weeds and removal of any debris from the riprap. Contractor to provide aquatic safe herbicide chemical for killing the weeds. Contractor may be required to hand pull dead weeds if they are deemed unsightly. These treatments should be completed quarterly at minimum. In the event of accelerated growth due to rain, contractor may be required to address the area with higher frequency.

5000-8 VERTEBRATE (PEST) CONTROL.

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, groundcover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for pre-approval. All other vertebrate pest problems shall be handled on a case-by-case basis. Contractor will be required to furnish all materials and staff to address this issue.

5000-9 SUPPLEMENTAL LABOR

At the request of the Project Manager, Contractor may be asked to provide a bid for supplemental labor for additional landscape maintenance tasks within the District 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) with a per hour price on the bid sheet.

SECTION 6000. MISCELLANEOUS ITEMS

6000-1 REPORTS

Contractor will be required to check in on Cappsure It and report daily work being performed on designated service days with pictures and comments detailing work that has been completed. Contractor's lead worker(s) and irrigation tech(s) might be required to keep the Cappsure It app active on device for the duration of time while on site. The Contractor will be required to provide tree and plant health inspection reports monthly in a "Cappsure It" maintenance report for the entire property. Contractor will provide a monthly report detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the Cappsure It inspection report

and feedback provided by the Project Manager or his or her representative. Contractor will provide a Cappsure It report on irrigation deficiencies that were discovered, their repair and any additional irrigation tasks that need to be completed on designated service days. Contractor should provide photographs of any repairs or enhancements made to a location within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

6000-2 REFUSE DISPOSAL

Contractor will be required to dispose of all green waste within the Oxnard City limits either through drop off at the Del Norte Transfer Station or through the use of City contracted trash removal services.

6000-3 INCREASES FOR CONSUMER PRICE INDEX (CPI)

The Contractor will be authorized to include a 2% CPI increase for the second and third year of the contract. The increased calculations will be included in the contract total and detailed in the staff report provided to the City Council for approval.

RATES AND COSTS EXHIBIT

District	Service Level	July1, 2021-June 30, 2022		July1, 2022-June 30, 2023		July1, 2023-June 30, 2024		
		Monthly	Annual	Monthly	Annual	Monthly	Annual	Total
Waterways Zone 1 - Mandalay Bay	B	\$3,257.38	\$39,088.56	\$3,322.53	\$39,870.36	\$3,388.98	\$40,667.76	\$119,626.68
Waterways Zone 2- Harbour Island	C	\$1,648.74	\$19,784.88	\$1681.71	\$20,180.52	\$1,715.35	\$20,584.20	\$60,549.60
Grand Total for Landscape Maintenance Costs								\$180,176.28
Additional Services								
4 Person Crew		\$145.00/hr	On-Call Services					\$15,000
Contract Grand Total								195,176.28

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.

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				ED SINGLE \$1,000,000 INJURY \$ (n) INJURY \$ ent) TY 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

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

Telephone:

NAMED INSURED

TYPE OF INSURANCE

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
- ☐ COMPREHENSIVE GENERAL LIABILITY
- ☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date

☐ Occurrence

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

- ☐ GENERAL
- ☐ PRODUCTS/COMPLETED OPERATIONS
- ☐ PERSONAL & ADVERTISING INJURY
- ☐ FIRE DAMAGE
- ☐ _____
- ☐ _____

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address:

Telephone: ()

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
- a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
- b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No.

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature

(original signature required)

Telephone: ()

Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
PRODUCER Telephone: _____		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim _____ (which) _____	
_____		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
_____		CITY AGREEMENTS/PERMITS _____	

TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS _____
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
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

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
Request for Bid

SD 21-58

Landscape Maintenance Service for Waterways
Assessment Districts – Zone 1 Mandalay Bay and Zone 2
Harbour Island
for Trade Services

Bid Close Date: Thursday, March 11, 2021
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-rfq/>

CITY OF OXNARD INSTRUCTIONS TO BIDDERS

1.0 PUBLIC PURCHASE

1.1 As a Public Entity, the City of Oxnard (City) adheres to the transparent public bidding process, and utilizes the online web services of Public Purchase, www.publicpurchase.com, a third-party electronic bidding website that allows vendors to register for specific goods and services by selecting a National Institution of Governmental Purchasing (NIGP) code as the commodity part number. Upon registration with Public Purchase, registered Bidder(s) will receive e-mail notifications of upcoming bidding opportunities for the items your company identified. Registered bidder(s) will also be able to view all the open bids, electronically respond to the bids, and see bid results when they are awarded. Additionally, registered bidder(s) will receive notices of any addendums to those bids, as well as have the opportunity to post questions and receive answers pertaining to that bid. All questions and answers are posted on-line so that all bidders have access to the same information regarding the bid.

1.2 Completion of this process will allow your business to participate in future City business bidding opportunities. It also provides the ability to maintain your data as your business grows or changes.

1.3 There is NO CHARGE to register for this service. Public Purchase has other services available for a fee, but that is solely at your discretion and not required to do business with the City.

1.4 Just a couple helpful hints before starting your registration:

- ✓ First, bid notifications are based on registered e-mail addresses, hence, it is recommended you use a generic e-mail address for your company, if you have one, and a second email address for a specific individual, if available. That way, if personal e-mail addresses change, your organization still receives notification of bidding opportunities.
- ✓ Secondly, make sure your company has saved the user-name and password in a secure location, so that it is accessible when you are not available.

1.5 A third party web based e-Procurement service provider utilized by the City for solicitations. It will take only minutes to register and it is free. For future bidding, opportunities please also register online. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidder's questions will be posted online on the Public Purchase website for this particular solicitation.

1.6 The City cannot guarantee you will receive notice of every opportunity to sell to the City, it is encouraged to visit our Purchasing website at <https://www.oxnard.org/rfps-and-rfqs/> for Bidding Opportunities on a regular basis for a listing of current bid solicitations.

PREPARATION OF BID

1.0 Proposers will be responsible to carefully examine the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
February 12, 2021	Release of Solicitation
February 23, 2021	Non-Mandatory Bidders Meeting Time: <u>1:00PM</u> , Location: <u>Potential bidders should meet at the parking lot at the end of Harbour Island Lane at 1:00PM and Costa De Oro and Harbor Blvd. Service Rd at 2:30PM.</u>
March 04, 2021	Last day for Questions by Bidders
March 11, 2021	Submission of the Proposal is due to the City of Oxnard Purchasing Division by <u>2:00 p.m.</u>
End of March	Review of Proposals
End of March	Agreement Development/Negotiations
June 15, 2021	City Council approval
July 1, 2021	Contracted work begins

The above dates are tentative and are subject to change as necessary.

2.0 EXAMINATION OF REQUIREMENTS

Each bidder must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each bidder shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a bidder from any obligation in respect to this bid as submitted. Any misinterpretation of the requirements is solely that of the bidder's.

3.0 PREPARATION OF BID

3.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, C, D, E and F, in its entirety, which includes the bid documents and specifications.** Failure to do so may cause rejection of the bid.

3.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. All changes must be crossed out and initialed. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered. All items will be construed as complete and prices shown shall be the prices bid for all equipment, labor, materials and services required by the specifications. Bidder will not be released from the obligation of the bid if errors have been made in the submittal. Bidder may include any other information they deem necessary and not included in this RFB.

3.3 Bidders may reproduce **Attachment A** to submit alternate bids, if the City requests alternate bids.

3.4 The bid must be submitted by an authorized agent of the submitting entity.

4.0 FORMAT

Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.

5.0 COMPANY PROFILE

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE: BrightView Landscape Services

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.

BrightView Landscape Services is owned by BrightView Holdings, Inc a publicly traded company.

A list of company executives and financial information can be found at
<https://investor.brightview.com/financials-and-filings/sec-filings/default.aspx>

i. **BIDDER'S RESPONSE:** All

iii. **BIDDER'S RESPONSE:** Working as BrightView: 7 years. Previously as ValleyCrest: 60 years

iv. **BIDDER'S RESPONSE:** 2064 Eastman Ave, Unit 104, Ventura, CA 93003, with 85 employees at this location

- C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

- D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE: No

- E. List the members of your organization who are authorized to negotiate and execute an Agreement.

BIDDER'S RESPONSE: Scott Godfrey - Vice President and General Manager

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.	<i>BIDDER'S RESPONSE:</i> Please reference staff bio included in our submission
ii.	<i>BIDDER'S RESPONSE:</i>
iii.	<i>BIDDER'S RESPONSE:</i>
iv.	<i>BIDDER'S RESPONSE:</i>
v.	<i>BIDDER'S RESPONSE:</i>
vi.	<i>BIDDER'S RESPONSE:</i>

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

CITY INFORMATION

6.0 GENERAL INFORMATION

The City of Oxnard, incorporated as a general law city in 1903, is located about sixty miles west of the Los Angeles Civic Center and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City of Oxnard has a population of slightly more than 200,000 residents and its corporate limits cover an area of about 32 square miles.

7.0 BACKGROUND INFORMATION

The Special Districts Division of Public Works for the City of Oxnard provides services to 46 districts throughout Oxnard. Services include the administration of landscape maintenance, capital project and financial accounting for each district.

8.0 SERVICE DESCRIPTION

SECTION 0. GREENBOOK

0-1 INCORPORATION.

The 2015 edition of, and the 2016 Supplement to, the Standard Specifications for Public Works Construction (collectively the “Greenbook” or “SSPWC”) other than Parts 2 through 7, are incorporated herein by this reference with the exception of those Sections listed within these General Provisions as not incorporated. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

ANSI A300 Pruning Standard – American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning) (“ANSI A300 Pruning Standard”) is incorporated herein by this reference.

0-2 NUMBERING OF GENERAL PROVISIONS.

The numbering in these General Provisions is compatible with the numbering in the Greenbook. Additional standard provisions are in Section 10.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they

shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Calendar Days – See “Days” in Greenbook.

Community Facilities District (CFD) – a type of assessment district.

Contract Term – The time period of the Contract, as listed in Section 10-16 of these General Specifications.

Contract Unit – A single unit of an item of Work.

County – The County of Ventura, California.

Landscape Maintenance District (LMD) – a type of assessment district.

Project – See “Work” in Greenbook.

Project Manager – the Project Manager assigned by the City to a particular LMD, CFD or Waterways.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings or similar items required to be submitted to the City under the terms of the Contract.

Waterways – a type of assessment district.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

Change Order – There shall be no classic “change orders” in this Project in the way that this term is used on public works projects. Any reference to change orders shall actually refer to supplemental agreements, if there are any.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, insurance documentation and Contractor’s City business license.

Working Day – Any day within the Contract Term that Contractor may work, while conforming to all applicable City ordinances.

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage [see Greenbook].

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
---------------------	----------------------

AAN	American Association of Nurserymen
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ACI	American Concrete Institute
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AGCA	Associated General Contractors of America
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AGCC	Associated General Contractors of California
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APWA	American Public Works Association
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CRSI	Concrete Reinforcing Steel Institute
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CSI	Construction Specifications Institute
-----	---------------------------------------

IEEE	Institute of Electric & Electronic Engineers
------	--

NEC	National Electric Code
-----	------------------------

NFPA	National Fire Protection Association
------	--------------------------------------

SSS	State of California Standard Specifications,
-----	--

latest edition, Department of Transportation

SSP	State of California Standard Plans,
-----	-------------------------------------

latest edition, Department of Transportation

1-4 UNITS OF MEASURE [see Greenbook].

1-4.1 General [see Greenbook].

1-4.2 Units of Measure and Their Abbreviations [see Greenbook].

1-5 SYMBOLS [see Greenbook].

SECTION 2. SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT [see Greenbook].

2-2 ASSIGNMENT.

Greenbook Section 2-2 is not incorporated and is replaced with the following:

“No Contract or portion thereof or Notice to Proceed or portion thereof may be assigned without consent of the City Council, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the City Council to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the City for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no

effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (2) a copy of the assignee's City business license; and (3) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required for this Work. Until the assignee supplies all required documentation, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

2-3 SUBCONTRACTORS [see Greenbook].

2-3.1 General.

Greenbook Section 2-3.1 is not incorporated.

2-3.2 Self Performance

The first sentence of Greenbook Section 2-3.2 shall be completely replaced with the following:

"The Contractor shall perform, with its own organization, Contract Work amounting to one hundred percent (100%) of the Contract Price. No subcontractors may be used in this Work."

2-3.3 Status of Subcontractors.

Greenbook Section 2-3.3 is not incorporated.

2-4 CONTRACT BONDS.

Greenbook Section 2-4 is not incorporated and is replaced with the following:

"No Bonds are required."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General [see Greenbook].

2-5.2 Precedence of the Contract Documents.

Greenbook Section 2-5.2 is not incorporated and is replaced with the following:

"The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.
2. Supplemental Agreements.

3. Contract.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/ Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. City Standard Plans.
12. ANSI A300 Pruning Standard.
13. SSP.
14. Greenbook.
15. Reference Specifications.

2-5.3 Submittals [see Greenbook].

2-5.3.1 General [see Greenbook].

2-5.3.2 Working Drawings [see Greenbook].

2-5.3.3 Shop Drawings [see Greenbook].

2-5.3.4 Supporting Information [see Greenbook].

2-5.3.5 Installation Instructions [see Greenbook].

2-5.3.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].

2-6 WORK TO BE DONE.

Greenbook Section 2-6 is not incorporated and is completely replaced with the following:

“Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract Documents.”

2-7 SUBSURFACE DATA.

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and has correlated the results of all such data with the requirements of the Contract

Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

2-8 RIGHT-OF-WAY [see Greenbook].

2-9 SURVEYING.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

2-9.1 Permanent Survey Markers.

Greenbook Section 2-9.1 is not incorporated and is completely replaced with the following:

“Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that ‘control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control’ until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

The Contractor must preserve and perpetuate existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Project Manager and either the City Engineer or the Surveyor before disturbance or removal of existing monuments. The City Engineer or the Surveyor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771.”

2-9.2 Survey Service.

Greenbook Section 2-9.2 is not incorporated.

2-9.3 Private Engineers [see Greenbook].

2-9.4 Line and Grade [see Greenbook].

2-10 AUTHORITY OF THE CITY COUNCIL AND THE PROJECT MANAGER [AMENDED FROM CITY ENGINEER].

The Project Manager shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the Plans and Specifications. The Project Manager shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as

to claims and compensations.

The Contractor may appeal any such decision made by the Project Manager by emailing the Special Districts Administrator/ Division Manager, copying on that same email the Project Manager, requesting reconsideration of the Project Manager's decision. The appeal must contain: a clear explanation of the decision and how it impacts the Work; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Special Districts Administrator/ Division Manager must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Project Manager's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. The Special Districts Administrator/ Division Manager or his or her representative shall review the email and all other information provided by the Contractor. The Special Districts Administrator/ Division Manager or his or her representative shall email the Contractor the Special Districts Administrator/ Division Manager's decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the Project Manager with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Project Manager's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract.

2-11 INSPECTION.

Greenbook Section 2-11 is not incorporated and is replaced with the following:

2-11.1 Weekly Inspections [additional to the Greenbook].

Contractor must inspect the entire property weekly and perform all tasks required and referred to in these Specifications.

2-11.2 Monthly Landscape Maintenance Inspections [additional to the Greenbook].

City will perform a bi-monthly site inspection with the Contractor. At that time, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. These reports will detail landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager or his or her representative no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

SECTION 3. CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR – 3-4 CHANGED CONDITIONS.

Greenbook Sections 3-1 through 3-4 are not incorporated.

3-5 DISPUTED WORK [see Greenbook].

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

4-1.1 General [see Greenbook].

4-1.2 Protection of Work and Materials.

The Contractor shall continuously maintain adequate protection of all Contractor's Work from damage. The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.

4-1.3 Inspection Requirements -- 4-1.8 Calibration of Testing Equipment.

Greenbook Sections 4-1.3 through 4-1.8 are not incorporated.

SECTION 5 UTILITIES

5-1 LOCATION.

5-1.1 General [see Greenbook].

5-1.2 Payment [see Greenbook].

5-1.3 Entry by Utility Owners [additional to the Greenbook].

The right is reserved to the owners of public utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the utility owners to alter, relocate or reconstruct a utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the utility owners must alter, relocate or reconstruct a utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective utility owners. City employees and agents shall likewise have the right to enter the Project site at any time and for any reason or no reason at all.

5-2 PROTECTION.

If Contractor damages or breaks the utilities, it will be the Contractor's responsibility to repair the utility at no cost to the utility or to the City.

5-3 REMOVAL.

Greenbook Section 5-3 shall not be incorporated and shall be replaced as follows:

“Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager’s response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.”

5-4 RELOCATION.

The Contractor shall cooperate fully with all utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

Work may be conducted at or adjacent to the Work site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefore.

SECTION 6. PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

Greenbook Section 6-1 is not incorporated.

6-1.1 Baseline Construction Schedule.

Greenbook Section 6-1.1 is not incorporated.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2 is not incorporated and is replaced with the following:

“To minimize public inconvenience and possible hazards and to restore work areas to their

original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may take any or all of the following three (3) steps:

1. Deduct from Contractor's next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.
2. If the Work is four (4) or more Calendar days late, deduct an amount of \$250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.
3. Send the City's own forces or another contractor to complete the incomplete Work.

These options are available in addition to all other options in the Greenbook or as otherwise legally available."



ASSESSMENT DISTRICT MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	1st Occurrence Warning Only	2nd Occurrence	3rd Occurrence	4th Occurrence
Turf						
Mowing, Edging & Trimming			\$75.00	\$100.00	\$125.00	
Aeration			\$50.00	\$75.00	\$100.00	
Dethatching			\$125.00	\$175.00	\$225.00	
Overseeding			\$50.00	\$75.00	\$100.00	
Fertilization						
Turf			\$50.00	\$75.00	\$100.00	
Shrubs, Groundcover, Vines			\$50.00	\$75.00	\$100.00	
Trash and Debris Removal			\$50.00	\$75.00	\$100.00	
Weed Control			\$75.00	\$100.00	\$125.00	
Pest Control			\$75.00	\$100.00	\$125.00	
Pruning and Trimming						
Shrubs, Groundcover, Vines			\$100.00	\$125.00	\$175.00	
Trees			\$100.00	\$125.00	\$175.00	
Graffiti			\$50.00	\$75.00	\$100.00	
Irrigation			\$75.00	\$100.00	\$125.00	

City of Oxnard	Date
Contractor	Date

6-3 SUSPENSION OF THE WORK [see Greenbook].

6-3.1 General [see Greenbook].

6-3.2 Archeological and Paleontological Discoveries [see Greenbook].

6-4 TERMINATION OF THE CONTRACT FOR DEFAULT.

Greenbook Section 6-4 is not incorporated.

6-4.1 General.

Greenbook Section 6-4.1 is not incorporated.

6-4.2 Notice to Cure.

Greenbook Section 6-4.2 is not incorporated.

6-4.3 Notice of Termination for Default.

Greenbook Section 6-4.3 is not incorporated.

6-4.4 Responsibilities of the Surety.

Greenbook Section 6-4.4 is not incorporated.

6-4.5 Payment.

Greenbook Section 6-4.5 is not incorporated.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

Greenbook Section 6-5 is not incorporated.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General.

Greenbook Section 6-6.1 shall not be incorporated and shall be replaced as follows:

“If delays are caused by unforeseen events beyond the control of the Contractor and these events are approved by the Project Manager, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays. In any case, no extension of time will be granted for a delay caused by shortage of materials unless the Contractor furnishes to the Project Manager documentary proof that the Contractor has diligently made reasonable and timely efforts to obtain such materials from all known sources.”

6-6.2 Extensions of Time.

Greenbook Section 6-6.2 is not incorporated.

6-6.3 Payment for Delays.

Greenbook Section 6-6.3 is not incorporated and is replaced as follows:

“Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to an extension of time for completion of Work by the amount of delay caused by the City and equitable adjustment, as determined by the Project Manager, to the Contractor.”

6-6.4 Written Notice and Report.

Greenbook Section 6-6.4 is not incorporated and is replaced as follows:

“If the Contractor desires payment for a delay or extension of time because these were caused by the City, Contractor shall file with the Project Manager a written request and report of cause within fifteen (15) Calendar Days after the beginning of the delay. Failure by Contractor to timely file a written request and report of cause will be considered grounds for refusal by the City to consider such request.”

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General [see Greenbook].

6-7.2 Not Used [see Greenbook].

6-7.3 Contract Time Accounting [see Greenbook].

Greenbook Section 6-7.3 is not incorporated.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Greenbook Section 6-8 is not incorporated.

6-8.1 Completion.

Greenbook Section 6-8.1 is not incorporated.

6-8.2 Acceptance.

Greenbook Section 6-8.2 is not incorporated.

6-8.3 Warranty.

Greenbook Section 6-8.3 is not incorporated and is replaced as follows:

“Contractor shall warrant the Work against defective materials and workmanship throughout the Contract Term. The Project Manager may notify the Contractor of defective materials and workmanship, and the Contractor shall replace or repair such materials and workmanship in a manner satisfactory to the Project Manager within the time specified in the Project Manager’s notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the Work with its own forces or may bring another contractor to perform the replacement or repairs at the Contractor’s expense by deducting these amounts from future payments to the Contractor.

Contractor shall replace, at Contractor's expense, all plant material which, in the opinion of the Project Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one (1) year from date of installation. The Contractor shall warranty all replacement shrubs and groundcover for a period of 120 days from date of installation. All Work shall be timely performed.”

6-9 LIQUIDATED DAMAGES.

Greenbook Section 6-9 is not incorporated and is replaced as follows:

“Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. If the Work is four (4) or more Calendar Days late, as adjusted in accordance with 6-6, the Contractor shall pay to the City, or have withheld from monies due to the Contractor, the sum of \$250.

Execution of the Contract shall constitute agreement by the City and Contractor that \$250 per week is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty. Such sum may be deducted from payments due the Contractor if such delay occurs.”

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION [see Greenbook].

6-11 TERMINATION OF CONTRACT [additional to the Greenbook].

City may terminate this Agreement at any time, with or without cause and without penalty, with written notice. Such termination shall be effective immediately. In the event of termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor compensation for all Work satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Contractor receive an amount exceeding that which would have been paid to Contractor for the full performance of the Work. If City pays for any materials, City shall be entitled to the title and possession of such materials.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

7-1.1 General [see Greenbook].

7-1.2 Temporary Utility Services [see Greenbook].

7-1.3 Crushing and Screening Operations [see Greenbook].

7-2 LABOR.

Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

7-2.1 General [see Greenbook].

Greenbook Section 7-2.1 is not incorporated and is replaced by the following:

"There shall be no smoking or vaping while at the job sites. Rudeness or discourteous acts by Contractor's employees towards residents, City staff, and so forth will not be tolerated. No Contractor solicitation of any kind is permitted on property."

7-2.1.1 Personnel Clothing [additional to the Greenbook].

All of Contractor's workers shall perform all Work on the premises in clothing that is reasonably clean, neat and not ripped. Worn and tattered clothing shall be promptly replaced.

7-2.1.2 Sleeping [additional to the Greenbook].

During working hours, including during breaks, Contractor's workers shall not sleep at or within two blocks of each job site, even if in a vehicle.

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

7-2.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that this Work is a “public work” as defined in Labor Code Section 1720 et seq., and that this Work is subject to Labor Code Section 1720 et seq., including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations (“DIR”) implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations (“CCR”). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 et seq. and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

7-2.2.2 Copies of Wage Rates [additional to the Greenbook].

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Special Districts Administrator/ Division Manager at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR’s website at www.dir.ca.gov/. The Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 Job Site Notices [additional to the Greenbook].

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 Failure to Pay Prevailing Rates [additional to the Greenbook].

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor.

7-2.2.5 Apprentices [additional to the Greenbook].

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and CCR Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of contract award, employing apprentices, and paying training fund contributions. Before commencing Work, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 Debarment or Suspension [additional to the Greenbook].

The Contractor shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 Payroll Records.

Greenbook Section 7-2.3 is not incorporated and is replaced with the following:

“The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR.”

7-2.4 Hours of Labor.

Greenbook Section 7-2.4 is not incorporated and is replaced with the following:

“The Contractor acknowledges that eight (8) hours labor constitutes a legal day’s work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, Work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.”

7-2.5 Registration with the DIR [additional to the Greenbook].

A Contractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is

registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

7-2.6 Compliance Monitoring [additional to the Greenbook].

This Project is subject to compliance monitoring and enforcement by the DIR.

7-2.7 Prevailing Wage Indemnity [additional to the Greenbook].

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 7-2 of the General Provisions by anyone (including the Contractor and its officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses.

7-2.8 Survival [additional to the Greenbook].

All duties of the Contractor under this Section 7-2 shall survive expiration or termination of the Contract.

7-2.9 Living Wage Policy [additional to the Greenbook].

The Living Wage Policy of the City of Oxnard was adopted by the City Council on July 9, 2002, to be effective October 1, 2002. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;

Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

These hourly rates will be adjusted July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index prepared by the Bureau of Labor Statistics for

the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.

Contractor shall compensate any employee who provides services under this Agreement in accordance with the Living Wage Policy. In fiscal year 2020-2021, Contractor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

7-2.10 Which Service Contractors Must Pay Living Wage [additional to the Greenbook].

A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five (5) people.

7-2.11 Posting Living Wage Policy [additional to the Greenbook].

Contractor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

7-2.12 Enforcement of Living Wage Policy [additional to the Greenbook].

If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of five hundred dollars (\$500) and shall pay to any employee providing services under this Agreement a penalty of three (3) times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within fifteen (15) days after the City Manager or designee provides written notice to Contractor of the amount owed.

The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he or she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at (805) 385-7430.

The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

7-2.13 Amendment of Living Wage Policy [additional to the Greenbook].

This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

7-3 INSURANCE [see Greenbook].

Greenbook Section 7-3 is not incorporated and shall be replaced as follows:

“All insurance requirements are those listed in INS-B, which is attached to the Contract and incorporated to the Contract by this reference.”

Greenbook Sections 7-3.1, 7-3.2, 7-3.3 and 7-3.4 are not incorporated into these Contract Documents.

7-4 INDEMNIFICATION [additional to the Greenbook].

The following indemnity provisions shall supersede the indemnity in Greenbook Section 7-3.

7-4.1 Contractor’s Duty [additional to the Greenbook].

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively “Indemnitees”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys’ fees, experts’ fees, and other related costs and expenses (individually, a “Claim,” or collectively, “Claims”). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an

Indemnitees.

7-4.2 Non-Waiver of Rights [additional to the Greenbook].

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7-4.3 Waiver of Right of Subrogation [additional to the Greenbook].

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.4 Survival [additional to the Greenbook].

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 PERMITS.

Before starting any Work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any required from all other agencies. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor shall obtain a City Business License and shall be licensed in accordance with the California Business and Professions Code. The Contractor shall bear all costs for the City's Business License.

7-6 THE CONTRACTOR'S REPRESENTATIVE [see Greenbook].

7-7 COOPERATION AND COLLATERAL WORK.

The Contractor must coordinate all Work with the City's street sweeping, solid waste collection, and street maintenance contractors, Police and Fire Departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, so no additional payment shall be made.

7-8 WORKSITE MAINTENANCE.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition. Materials which need to be disposed shall not be stored at the Project site and cannot be “stockpiled” but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City, and the cost will be deducted from the Contract Price.

The Contractor shall make arrangements 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 the 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 the start of that operation and approved by the City Inspector.

Where existing traffic striping, pavement markings, and curb markings are damaged, partially removed or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the Bid.

7-10 SAFETY.

7-10.1 Access [additional to the Greenbook].

All Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic during the Work.

Access to street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify the Project Manager and occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for Work that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected.

The Contractor shall post "TEMPORARY NO PARKING" signs at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is completed. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars (\$25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor.

7-10.2 Traffic [additional to the Greenbook].

7-10.2.1 Traffic Control Plan (TCP) [additional to the Greenbook]

If Contractor's Work affects traffic in any way, the Contractor shall provide a detailed Traffic Control Plan (TCP) for review and shall conform to the Greenbook, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the SSS and the SSP and must be approved by the Project Manager before commencing any Work. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the area.

For Work in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into its schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the school day start time and one (1) hour before or one (1) hour after school day end time. Contractor shall notify the relevant school district of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day.

7-10.2.2 Street Closures, Detours, Barricades [additional to the Greenbook]

Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD). Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

7-10.3 Haul Routes.

Greenbook Section 7-10.3 is not incorporated and is replaced as follows:

"The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on the Project. Further detailed requirements for haul traffic may be delineated in the Special Provisions."

7-10.4 Safety [see Greenbook].

- 7-10.4.1 Work Site Safety [see Greenbook].**
- 7-10.4.1.1 General [see Greenbook].**
- 7-10.4.1.2 Work Site Safety Official [see Greenbook].**
- 7-10.4.2 Safety Orders [see Greenbook].**
- 7-10.4.2.1 General [see Greenbook].**
- 7-10.4.2.2 Shoring Plan [see Greenbook].**
- 7-10.4.2.3 Payment [see Greenbook].**
- 7-10.4.3 Use of Explosives [see Greenbook].**
- 7-10.4.4 Hazardous Substances [see Greenbook].**
- 7-10.4.5 Confined Spaces [see Greenbook].**
- 7-10.4.5.1 Confined Space Entry Program (CSEP) [see Greenbook].**
- 7-10.4.5.2 Permit-Required Confined Spaces [see Greenbook].**
- 7-10.4.5.3 Payment [see Greenbook].**
- 7-10.5 Security and Protective Devices.**
- 7-10.5.1 General [see Greenbook].**
- 7-10.5.2 Security Fencing [see Greenbook].**
- 7-10.5.3 Steel Plate Covers [see Greenbook].**
- 7-10.5.4 Protection of the Public [additional to the Greenbook].**

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work and shall be solely responsible for all maintenance methods and sequences.

7-10.5.4.1 Emergencies [additional to the Greenbook].

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished to bring the Project into compliance with CalOSHA and Federal OSHA requirements.

All expenses incurred by the City for emergency repairs will be deducted from the payments due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition.

7-10.6 Public Notices [additional to the Greenbook].

7-10.6.1 Notification to Property Owners and Businesses [additional to the Greenbook].

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the street scheduled for the Work. Contractor must get notices pre-approved by the Project Manager before distribution. All notices shall be hand-delivered by the Contractor to adjacent residents, businesses, and other areas directed by the Project Manager.

7-10.6.2 Residents' Complaints [additional to the Greenbook].

It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor shall offer a viable action to be taken within twenty-four (24) hours of the action to be taken. In any case, the Contractor shall refer any residents with complaints to the Project Manager.

7-11 PATENT FEES OR ROYALTIES [see Greenbook].

7-12 ADVERTISING [see Greenbook].

Contractor's vehicles shall clearly identify the company name. Other than on that vehicle or on equipment, Contractor shall not advertise or allow advertising at the Work site.

7-13 LAWS TO BE OBSERVED [see Greenbook].

7-14 ANTITRUST CLAIMS.

Greenbook Section 7-14 is not incorporated.

7-15 RECYCLING OF MATERIALS [additional to the Greenbook].

Contractor must adhere to the City's Recycling Plans, which are incorporated by this reference and available through the Project Manager.

7-16 CONFIDENTIALITY [additional to the Greenbook].

7-16.1 Confidential Information [additional to the Greenbook].

For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, plans, specifications, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents and formulas; or (ii) non-technical information, including without limitation pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which (i) is disclosed to the Contractor or (ii) developed by Contractor at the City's expense.

7-16.2 Information Provided by Contractor [additional to the Greenbook].

All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City.

7-16.3 Exemptions [additional to the Greenbook].

Notwithstanding the above, these limitations shall not apply to information that: (i) is already known to Contractor at the time of its disclosure or becomes publicly known through no wrongful act or omission of Contractor; (ii) is communicated to a third party with the express written consent of the City and is not subject to restrictions on further use or disclosure; (iii) is independently developed by Contractor; or (v) is required by law to be disclosed to any governmental agency, or required by court order, a court-issued subpoena or other legal process to be disclosed, provided that before making any such disclosure listed in this paragraph, Contractor shall immediately provide the City with written notice and a reasonable opportunity for the City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is impermissible by law or court order.

7-16.4 Enforcement [additional to the Greenbook].

Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted

shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 7-16 may result in irreparable injury to the City.

7-16.5 No Warranties by City [additional to the Greenbook].

Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Section 7-16 or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section 7-16.

7-16.6 Survival [additional to the Greenbook].

All duties of the Contractor under this Section 7-16 shall survive expiration or termination of the Contract.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL -- 8-6 BASIS OF PAYMENT.

Greenbook Sections 8-1 through 8-6 are not incorporated.

SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General [see Greenbook].

9-1.2 Methods of Measurement.

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Work as outlined in these Contract Documents and as directed by the Project Manager.

9-1.3 Certified Weights [see Greenbook].

9-2 LUMP SUM WORK [see Greenbook].

9-3 PAYMENT.

9-3.1 General [see Greenbook].

9-3.2 Partial and Final Payment [additional to Greenbook].

Each month, Contractor shall submit its standard invoice to the City. Contractor shall submit one (1) Itemized Completed Monthly Maintenance Services Form per district (at the appropriate service level) that is the same or similar to the one on the next page.

 Itemized Monthly Completed Maintenance Services Form (Service Level A)					
District Name: _____					
<u>Turf Maintenance</u>	Date(s) Completed				
Mowing, Edging and Trimming (every week)					
Aerate to relieve compaction (3x per year)					
Dethatch (annually)					
Overseed Stressed Areas (bi-annually)					
<u>Fertilization Schedule</u>					
Turf (quarterly)					
Shrubs, Ground Cover, Vines (monthly)					
<u>Trash and Debris Removal</u>					
Entire Area (daily)					
<u>Pest Control</u>					
Control and eradication of all plant pests within the landscape (as required)	(mark if completed)				
<u>Weed Control</u>					
Control and eradication of all weeds (daily)					
<u>Pruning and Trimming</u>					
Shrubs, Ground Cover, Vines (weekly)					
Trees - maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly	(mark if completed)				
<u>General Site Maintenance</u>					
Restrooms	(mark if completed)				
Play Structures	(mark if completed)				
Exercise Stations	(mark if completed)				
Graffiti (respond within 24 hours of notification)	(mark if completed)				
Irrigation Checks (daily)					
Electrical Checks					
the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."					
Signed: _____		Date: _____			

 Itemized Monthly Completed Maintenance Services Form (Service Level B)					
District Name: _____					
<u>Turf Maintenance</u>	Date(s) Completed				
Mowing, Edging and Trimming (every week)					
Aerate to relieve compaction (3x per year)					
Dethatch (annually)					
Overseed Stressed Areas (bi-annually)					
<u>Fertilization Schedule</u>					
Turf (quarterly)					
Shrubs, Ground Cover, Vines (monthly)					
<u>Trash and Debris Removal</u>					
Entire Area (daily)					
<u>Pest Control</u>					
Control and eradication of all plant pests within the landscape (as required)					
	(mark if completed)				
<u>Weed Control</u>					
Control and eradication of all weeds (daily)					
<u>Pruning and Trimming</u>					
Shrubs, Ground Cover, Vines (weekly)					
Trees - maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly					
	(mark if completed)				
<u>General Site Maintenance</u>					
Restrooms					
	(mark if completed)				
Play Structures					
	(mark if completed)				
Exercise Stations					
	(mark if completed)				
Graffiti (respond within 24 hours of notification)					
	(mark if completed)				
Irrigation Checks (daily)					
Electrical Checks					
the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."					
Signed: _____		Date: _____			

9-3.2.1 Monthly Closure Date and Invoice Date [additional to the Greenbook].

In accordance with Greenbook Section 9-3.2, the monthly closure date shall be the last Working Day of each month. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.

9-3.2.2 Payments [additional to the Greenbook].

The City shall attempt to make payments within sixty (60) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable and shall explain in writing the reasons why the payment request is not proper.

9-3.3 Delivered Materials [see Greenbook].

9-3.4 Mobilization.

Greenbook Section 9-3.4 is not incorporated and is replaced with the following:

"All mobilization and demobilization costs must be included in other Bid items. Contractor shall not receive additional compensation for mobilization and/or demobilization."

9-4 AUDIT [additional to the Greenbook].

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a Public Records Act (Government Code Section 6250 et seq.) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

SECTION 10. ADDITIONAL TERMS [additional to the Greenbook]

10-1 LICENSES [additional to the Greenbook].

The Contractor shall possess a valid Class C-27 Contractor's license issued by California State Contractors License Board. The Contractor will also be required to possess an Oxnard Business License at the time of insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.

10-2 NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].

The Contractor shall not unlawfully discriminate against any individual based on race, religion or

religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

10-3 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

The Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project.

10-4 WORKING DAYS AND HOURS [additional to the Greenbook].

Contractor may not work on any day or during hours prohibited by the Project Manager. Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that an inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-5 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided they pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. This Contract hereby incorporates those provisions as through fully set forth herein.

10-6 THIRD PARTY CLAIMS [additional to the Greenbook].

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City may notify the Contractor of the receipt of any third-party claim relating to the Project; if so, the City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Work; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

10-7 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

10-8 CONFLICTS OF INTEREST [additional to the Greenbook].

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-9 APPLICABLE LAW [additional to the Greenbook].

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Contract shall be in the Ventura County Superior Court.

10-10 TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

10-11 INDEPENDENT CONTRACTOR [additional to the Greenbook].

The Contractor and its employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. Contractor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Contractor. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as herein set forth, and the Contractor is free to dispose of all portions of its time and activities that it is not obligated to devote to the City in such a manner and to such persons that the Contractor wishes except as expressly provided in these Contract Documents.

Except as the Project Manager may specify in writing, the Contractor and its agents and employees shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor and its employees and agents shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City.

The Contractor shall pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents.

The Contractor and its agents and employees shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor's employees and agents, including compliance with social security requirements, Federal and State income tax withholding and all other regulations governing employer-employee relations.

The Contractor and its agents and employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

10-12 CONSTRUCTION [additional to the Greenbook].

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-13 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

Nothing in the Contract Documents is intended to make the public or any member thereof a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

10-14 WAIVER [additional to the Greenbook].

No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver thereof or preclude any exercise thereof, or the exercise of any other right or remedy provided under these Contract Documents, or otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-15 CUMULATIVE REMEDIES [additional to the Greenbook].

Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided herein or otherwise available at law or in equity.

10-16 TERM [additional to the Greenbook].

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect for three (3) years thereafter unless the Contract has been otherwise terminated by the City.

10-17 NOTICE [additional to the Greenbook].

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

10-18 SURVIVAL [additional to the Greenbook].

Any provision of these Contract Documents that contemplates performance or observance subsequent to termination (including but not limited to indemnification provisions) shall survive that termination, and shall continue in full force and effect thereafter.

10-19 SEVERABILITY [additional to the Greenbook].

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, and shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 800. LANDSCAPING AND IRRIGATION

800-1 LANDSCAPING MATERIALS [see Greenbook].

800-1.1 Topsoil [see Greenbook].

800-1.1.2 Class "A" Topsoil [see Greenbook].

800-1.1.3 Class "B" Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class "C" Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

800-1.2 Soil Fertilizing and Conditioning Materials [see Greenbook].

800-1.2.1 General [see Greenbook].

800-1.2.2 Manure [see Greenbook].

800-1.2.3 Commercial Fertilizer [see Greenbook].

- 800-1.2.4 Organic Soil Amendment [see Greenbook].**
- 800-1.2.5 Mulch [see Greenbook].**
- 800-1.3 Seed [see Greenbook].**
- 800-1.4 Plants [see Greenbook].**
- 800-1.4.1 General [see Greenbook].**
- 800-1.4.2 Trees [see Greenbook],**
- 800-1.4.3 Shrubs [see Greenbook].**
- 800-1.4.4 Flatted Plants [see Greenbook].**
- 800-1.4.5 Sod and Stolons (turf grass) [see Greenbook].**
- 800-1.4.6 Cuttings [see Greenbook].**
- 800-1.5 Headers, Stakes, and Ties.**

Greenbook Section 800-1.5 is not incorporated.

800-2 IRRIGATION SYSTEM MATERIALS.

Greenbook Section 800-2 is not incorporated.

800-3 ELECTRICAL MATERIALS.

Greenbook Section 800-3 is not incorporated.

SECTION 801 INSTALLATION

801-1 General [see Greenbook].

801-2 EARTHWORK AND TOPSOIL PLACEMENT [see Greenbook].

801-2.1 General.

The words “or Class B” shall be removed from Greenbook Section 801-2.1

801-2.2 Topsoil Preparation and Conditioning [see Greenbook].

801-2.2.1 General.

The following paragraph shall be removed from Greenbook Section 801-2.2.1:

“Class “C” topsoil shall be scarified and cultivated to a finely divided condition to a depth of 8 inches (200 mm) minimum below finish grade. During this operation, all stones over 1 inch (25

mm) in greatest dimension shall be removed.”

801-2.2.2 Fertilizing and Conditioning Procedures [see Greenbook].

801-2.3 Finish Grading [see Greenbook].

801-3 HEADER INSTALLATION [see Greenbook].

801-4 PLANTING [see Greenbook].

801-4.1 General [see Greenbook].

801-4.2 Protection and Storage [see Greenbook].

801-4.3 Layout and Plant Location [see Greenbook].

801-4.4 Specimen Planting [see Greenbook].

801-4.5 Tree and Shrub Planting [see Greenbook].

801-4.6 Plant Staking and Guying [see Greenbook].

801-4.6.1 Method “A” Tree Staking [see Greenbook].

801-4.6.2 Method “B” Tree Staking [see Greenbook].

801-4.6.3 Guying [see Greenbook].

801-4.7 Ground Cover and Vine Planting [see Greenbook].

801-4.8 Lawn Planting [see Greenbook].

801-4.8.1 General [see Greenbook].

801-4.8.2 Seed [see Greenbook].

801-4.8.3 Sod [see Greenbook].

801-4.8.4 Stolon Planting

Greenbook Section 801-4.8.4 is not incorporated.

801-4.9 Erosion Control Planting [see Greenbook].

801-4.9.1 General [see Greenbook].

801-4.9.2 Straw Stabilization

Greenbook Section 801.4.9.2 is not incorporated.

801-4.9.3 Seeding and Mulching [see Greenbook].

801-4.9.4 Sprigging [see Greenbook].

801-4.9.5 Watering [see Greenbook].

801-5 IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT [see Greenbook].

801-7 MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8 PAYMENT

Greenbook Section 801-8 is not incorporated

SPECIAL PROVISIONS

SECTION 1000. TURF MAINTENANCE

1000-1 MOWING AND EDGING OF TURF.

The Contractor shall mow and edge all turf grass. Generally, the turf grass shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions (“Chart”) for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all grass clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring line. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement.

The Contractor shall remove thatch build-up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor’s expense. The thatch removal shall precede the aerification process. The verti-cutting shall be performed on all turf areas.

1000-3 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer’s guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil.

The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

1000-4 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator License issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative three (3) days before application of pesticides. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports. Contractor shall provide the 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 the Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water in qualities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district.

The Contractor shall maintain and/or replace all irrigation systems and appurtenances.

Replacement of irrigation labor costs to be included in this bid. Materials and supplies for the replacement of irrigation may be provided by Contractor for an additional fee if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick cover boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a sprinkler coverage test, on designated service days. As determined by the City, all routine maintenance labor shall be provided at the Contractor's expense. Additional repair and replacement items not considered routine maintenance will be a separate item subject to the City's Public Projects bid requirements. Contractor shall turn off all irrigation controllers during periods of rain and turn them back on and reprogram them at the end of the rainy period.

Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810.

Once City notifies Contractor of any irrigation related issues, Contractor must respond within 24 hours with a resolution.

1000-6 TURF WEED CONTROL

Contractor shall keep all turf grass areas weed-free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in a district with Service Level A, Contractor shall complete, control and eradicate all weeds weekly. Contractor shall do this for that particular district with a product to be pre-approved by the Project Manager or his or her representative.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative.

SECTION 2000. SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2000-1 PRUNING AND EDGING.

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural

growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2000-2 GROUNDCOVER PRUNING.

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site.

2000-3 FERTILIZATION.

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants according to the Service Level listed in the Chart for that particular district. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

2000-4 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect or disease related problems.

2000-5 WATER.

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas and report any problems, in writing, that may be present during maintenance visits. Contractor is responsible for damage to plants that were not reported to the City in writing and shall be responsible for replacement of these items. All watering must adhere to the City's Water Ordinance No. 2810.

Any standing water or puddles created in thoroughfares and paths of travel must be removed.

2000-6 BED WEED CONTROL.

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district

with Service Level A, Contractor shall inspect, control and eradicate all weeds weekly.

SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

The Contractor or his or her representative shall possess a valid Arborist certification from the International Society of Arboriculture or similar program approved by the City. This Arborist must oversee all pruning work including root pruning and certifying all Work meets requirements. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall prune, shape and structure trees according to the Service Level listed in the Chart for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs trees as required to prevent encroachment and maintain the shrub's and tree's natural form.

There shall not be any removal of trees under this Contract. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots. Roots growing around base of tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

3000-2 FERTILIZATION.

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release) tablets as needed by installing eight (8) holes around the palm trees. These holes shall be

two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

3000-3 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify the City and make recommendations, in writing, of all other trees that may need supplemental insect and disease control.

3000-4 WATER.

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

3000-5 STAKING.

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

SECTION 4000. GENERAL SITE MAINTENANCE

4000-1 LITTER AND DEBRIS CONTROL.

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. This includes curb and gutter areas. Litter shall be removed on service days from all areas of responsibility of the included maps.

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 may be maintained through a separate janitorial contract. If Contractor notices any park amenities that need service or repair, they are to be reported to the Project Manager or his or her representative for corrective action. It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

4000-2-1 SERVICE LEVEL A

Contractor will be required to open up restrooms first thing in the morning when they arrive on property Monday – Friday. BBQ's within the parks should be checked twice per week on Mondays and Fridays. Cool coals and debris should be disposed of properly. Contractor will be required to clean the BBQ grills, pressure wash picnic pavilions and playground equipment bi-monthly May – October and monthly November – April. Additional pressure washing will be required on the day before and after a major holiday. Tennis and basketball courts are to be pressure washed every March, June, September, and December.

4000-2-2 SERVICE LEVEL B-F

Contractor will be responsible for providing maintenance to aforementioned amenities on service days.

4000-3 ELECTRICAL SYSTEM LIGHTING.

If applicable to the District, the Contractor shall regularly inspect all electrical lighting systems, including, but not limited to, all lighting fixtures, luminaires, ballasts or bulbs located on the premises of the Work site and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis. All repairs shall be handled by an outside Electrician and is not included in this contract.

4000-4 WATER AND ELECTRICAL COSTS.

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

4000-5 GRAFFITI

The Contractor shall be responsible to remove small amounts of graffiti (licensed plate size) as it appears upon any walkways, walls or any appurtenant structures within the areas under the Contractor's maintenance. Contractor is required to notify the Project Manager or his or her designee of any graffiti discovered. All materials and processes used in graffiti eradication shall be non-injurious to the surfaces and approved by CAL-OSHA. Materials and processes used must be approved by the Project Manager or his or her designee prior to use.

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or

other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor to complete the removal.

4000-6 VANDALISM AND THEFT.

The Contractor shall include all labor costs for repairs within the Bid. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

4000-7 LANDSCAPE REPLACEMENT.

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

4000-8 INSPECTIONS.

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each District to determine if there are deficient areas prior to the beginning of services.

Contractor or representative shall be available to perform regular inspections of the Assessment District(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

4000-9 RESPONSE AND INQUIRIES.

The Contractor shall be required to respond (within 30 minutes) to any inquires, telephone calls, and emergency situations emanating from City staff. The Contractor shall have the ability to be contacted by phone from its office whenever such situations occur on a 24 hour basis, seven (7) days per week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

4000-10 TRAFFIC CONTROL.

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, Contractor must submit a traffic control plan to the City Traffic Engineer. The City to pay for all traffic control permits.

4000-11 DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.

If applicable to the District, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. Monthly, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint. Plants must be trimmed away from the fence and irrigation heads must be operating in a manner as to not spray the fence. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe.

4000-12 SOFTWARE.

Contractor will be required to utilize the Cappsure It program or any program designated by the Project Manager or his or her representative during the term of the contract. Usage of the program will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

**SECTION 5000. LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND
INSECT CONTROL SPECIFICATION SHEET**

5000-1 INSTRUCTIONS FOR USE.

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all State and Federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. SDS (Safety Data Sheets) forms shall be placed in visible locations prior to spray applications. Use must be reported to the County of Ventura.

5000-2 CHEMICALS AND FERTILIZERS.

Contractor, rather than the City, shall apply all chemicals and fertilizers.

5000-3 WEATHER.

Chemical types and applications must be applied based upon the weather conditions.

5000-4 INSECT, DISEASE AND NUTRIENT PROBLEMS.

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

5000-5 EXTRA VISITS.

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

5000-6 NUTRIENTS.

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

5000-7 WATERWAYS RIPRAP

Where applicable, Contractor shall maintain the loose stone used to form the foundation for the breakwater along waterways within the District. This includes the treatment and abatement of weeds and removal of any debris from the riprap. Contractor to provide aquatic safe herbicide chemical for killing the weeds. Contractor may be required to hand pull dead weeds if they are deemed unsightly. These treatments should be completed quarterly at minimum. In the event of accelerated growth due to rain, contractor may be required to address the area with higher frequency.

5000-8 VERTEBRATE (PEST) CONTROL.

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, groundcover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for pre-approval. All other vertebrate pest problems shall be handled on a case-by-case basis. Contractor will be required to furnish all materials and staff to address this issue.

5000-9 SUPPLEMENTAL LABOR

At the request of the Project Manager, Contractor may be asked to provide a bid for supplemental labor for additional landscape maintenance tasks within the District 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) with a per hour price on the bid sheet.

SECTION 6000. MISCELLANEOUS ITEMS

6000-1 REPORTS

Contractor will be required to check in on Cappsure It and report daily work being performed on designated service days with pictures and comments detailing work that has been completed. Contractor's lead worker(s) and irrigation tech(s) might be required to keep the Cappsure It app active on device for the duration of time while on site. The Contractor will be required to provide tree and plant health inspection reports monthly in a "Cappsure It" maintenance report for the entire property. Contractor will provide a monthly report detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the Cappsure It inspection report and feedback provided by the Project Manager or his or her representative. Contractor will provide a Cappsure It report on irrigation deficiencies that were discovered, their repair and any additional irrigation tasks that need to be completed on designated service days. Contractor should provide photographs of any repairs or enhancements made to a location within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

6000-2 REFUSE DISPOSAL

Contractor will be required to dispose of all green waste within the Oxnard City limits either through drop off at the Del Norte Transfer Station or through the use of City contracted trash removal services.

6000-3 INCREASES FOR CONSUMER PRICE INDEX (CPI)

The Contractor will be authorized to include a 2% CPI increase for the second and third year of the contract. The increased calculations will be included in the contract total and detailed in the staff report provided to the City Council for approval.

**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

9.0 TERM

The period of performance anticipated for this solicitation and shall be for **Three-Year (3)** years, with each year renewable in one (1) year increments from **(July 1, 2021- June 30, 2024)** or effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

ATTACHMENT A COMPENSATION SCHEDULE

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.

	MONTHLY SERVICE LEVELS BID MONTHLY COST					
District Name	A Level of Service ¹	B Level of Service ¹	C Level of Service ¹	D Level of Service ¹	F Level of Service ¹	Total (for each row)
Waterways Zone 1 – Mandalay Bay	\$ 6,460.22	\$ 3,257.38	\$ 2,531.56	\$1,498.07	\$ 387.75	\$ 14,134.98
Waterways Zone 2 – Harbour Island	\$4,379.29	\$ 2,203.30	\$ 1,648.74	\$ 991.58	\$ 224.99	\$ 9,447.90
Grand Total of Landscape Bid Costs²						\$ 23,582.88
Additional Services³						
4 Man Crew (hourly rate)	\$ 145.00					

¹ Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

² Bid will be calculated and awarded based on Grand Total of Landscape Bid Costs.

³ Additional services will not be calculated towards the bid award and are additive/deductive items that may or may not be added to the contract.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>02/17/2021</u>	#03	<u> </u>
#02	<u>03/08/2021</u>	#04	<u> </u>

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.

**ATTACHMENT B
COMPANY INFORMATION**

Name of Company: BrightView Landscape Services

Address: 2064 Eastman Ave, Unit 104, Ventura, CA 93003

Service to provide: Landscape maintenance services for SD 21-58

Main Point of Contact: Lazaro Ramos

Fed Tax ID: 95-2651541

City Tax ID: 21 - 00115373

E-mail: Lazaro.ramos@brightview.com

Phone: 805-585-9026

9.0 Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

10.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation: (Bidder can add as many sections to this bid response box as they need to state all employees providing services.)

- a. Position Title
- b. Current Responsibilities
- c. Qualifications/Experiences
- d. Certifications/licenses, if applicable
- e. List other pertinent information that will assist in evaluating Bidder's qualifications.

a. BIDDER'S RESPONSE: Ryan Smith, Account Manager
--

b. BIDDER'S RESPONSE: Marcelo Medina, Production Manager

c. BIDDER'S RESPONSE: Lazaro Ramos, Branch Manager

d. **BIDDER'S RESPONSE:** Scott Godfrey, Vice President and General Manager

e. **BIDDER'S RESPONSE:**

CERTIFICATIONS

I, Scott Godfrey, a duly authorized agent of BrightView Landscape Services

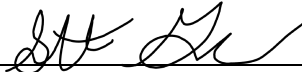
Printed Name of Agent/Officer

Name of Organization

hereby certify that BrightView by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: 

Date: 03/11/2021

Title of Agent/Officer: Scott Godfrey - Vice President and General Manager

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

**ATTACHMENT C
REFERENCES**

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	City of Westlake
Address:	31107 Thousand Oaks Blvd, Westlake Village, CA 91361
Contact person:	Tim Iverson
Email address:	Tim@wlv.org.com
Telephone address:	818-706-1613
Project name:	Westlake Community Park
Dates worked performed:	2012 - present
Summary of scope of services:	Landscape maintenance, irrigation, tree care, synthetic turf managment and janitorial
Project cost:	\$302,000 annually

Reference 2	
Company name:	City of Santa Barbara
Address:	402 E. Ortega St, Santa Barbara, CA 93101
Contact person:	Simon Herrera/ Matt Parker
Email address:	sherrera@santabarbara.gov
Telephone address:	805-897-1930
Project name:	Various projects - Downtown parking district and parkways/ medians
Dates worked performed:	10/31/2020 - present
Summary of scope of services:	Landscape maintenance, irrigation and tree care management
Project cost:	\$320,000

Reference 3	
Company name:	Santa Barbara County Parks
Address:	123 E Anapamu St, Suite 202, Santa Barbara, CA 93101
Contact person:	Martin Villescás

Email address:	mvillescascas@sbparks.org
Telephone address:	805-896-7003
Project name:	North and South County Park maintenance
Dates worked performed:	2017 - present
Summary of scope of services:	Landscape maintenance, turf care, irrigation and tree care management
Project cost:	\$220,000

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: All three of the above reference has been awarded or renewed in the last 3 years.

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE: None

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No ✓

1. If so, explain the circumstances:

ATTACHMENT E
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Scott Godfrey

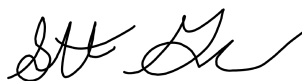
depose and say that I am Vice President and General Manager
("Sole Owner", "A Partner", "President", or other proper title)

of BrightView Landscape Services
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.


Signature

Scott Godfrey - Vice President and General Manager

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

Ordinance No. 28522

Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852

Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

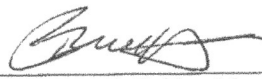
Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

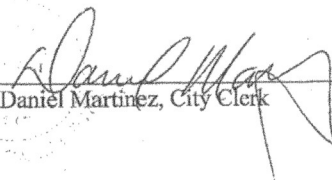
AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

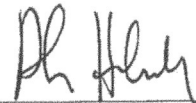
ABSENT: Mayor Pro Tem Pinkard.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

ATTACHMENT F
LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business."

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: BrightView Landscape Services

Physical Address: 2064 Eastman Ave, Unit 4, Ventura, CA 93003

Phone: 805-585-9026

E-Mail: Lazaro.ramos@brightview.com

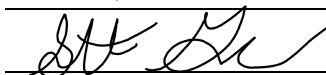
Date Principal Business Address Established: 8/2021 No. of Company Employees at this address: 82

If less than 36 months, list previous City of Oxnard location: Previous location for 30 yrs - 2910 Sherwin Ave, Ventura, CA 93003

City Business License No.: 21 - 00115373 Taxpayer Identification No. (TIN): 21 - 00115373

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

Landscape maintenance, turf care, irrigation and tree care management



03/11/2021

Signature of Company Official

Date

Scott Godfrey - Vice President and General Manager

Print Name, Titles

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.

2/18

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.						
C O L U M N	TYPE OF INSURANCE	P O L I C Y N U M B E R	P O L I C Y E F F E C T I V E D A T E (MM/DD/YY)	P O L I C Y E X P I R A T I O N D A T E (MM/DD/YY)	L I M I T	
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 ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,0 00,000 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 \$1,0 00,000 DISEASE-POLICY LIMIT \$1,0 00,000 DISEASE-EACH EMPLOYEE \$1,0 00,000
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 \$1,0 00,000 Each consultant/ \$50 0,000 & listed sub-consultant
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD			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		

[illegible]

Rev. 2/18 INS-D.doc76

		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 CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ _____ (_____)	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: - Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or - If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____	

P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	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. 2/18 Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

AGREEMENT FOR TRADE SERVICES

COVER PAGE

- (1) Agreement Start Date:
- (2) Vendor:
- (3) Services: [insert a summary of services up to one or two sentences]
- (4) Schedule of Services: [three options:
- [Insert schedule of services; or
 - Write "The services must be completed within [insert number] calendar days of the Agreement Start Date listed above"; or
 - If schedule of services is long or complex, write "See Schedule of Services Exhibit, which is attached hereto and incorporated herein," add "Schedule of Services Exhibit" to list of exhibits on the bottom of this page, and attach actual exhibit]
- (5) Agreement Ending Date:
- (6) Total Agreement Amount: \$[contract value]
- (7) City's Project Manager: [insert job title]
- (8) Vendor's Project Manager: [insert name, title or both]
- (9) Insurance Coverage: INS-
- (10) What wages are required for this Project?
- ☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
- ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
- ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
- ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:
- FOR VENDOR:* *FOR CITY:*
- Attn: , Attn: ,
- (12) Contact Emails:
- VENDOR'S PROJECT MANAGER:* *CITY'S PROJECT MANAGER:*
- , ,

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. Invoices may be emailed to: invoices@oxnard.org.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both

situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury

to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.
27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.
28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.
29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.
33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.
35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any

legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City’s regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as “(11) Addresses for Notice” on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor’s Project Managers’ emails listed in “(12) Contact Emails” on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

[VENDOR]

☐ John C. Zaragoza, Mayor ¹	Date	☐ ²	Date
☐ Alexander Nguyen, City Manager			
☐ Daniel Willhite, Purchasing Manager			
☐ , Buyer		☐	Date

ATTEST:

 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 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.

SCOPE OF SERVICES EXHIBIT

RATES AND COSTS EXHIBIT

INSURANCE EXHIBIT

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.

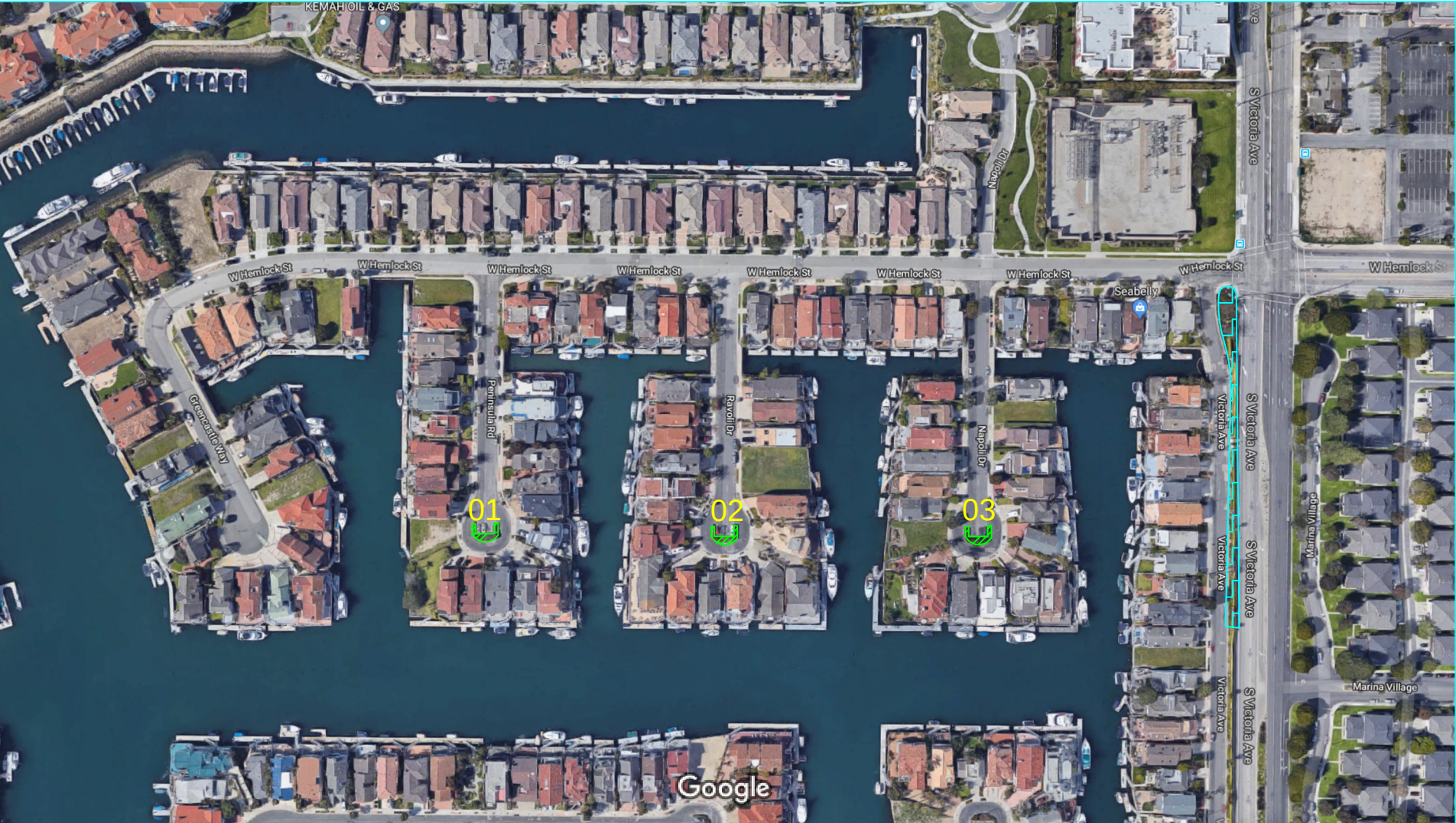
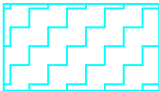
SCHEDULE OF SERVICES EXHIBIT

MANDALAY BAY

CONFIRMED GREEN BELTS
estimated sq ft: 3,150



CONFIRMED PLANTERS
estimated sq ft: 10,947

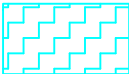


MANDALAY BAY

CONFIRMED GREEN BELTS
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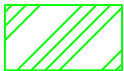


CONFIRMED PLANTERS
estimated sq ft: 100,981

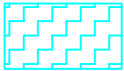


MANDALAY BAY

CONFIRMED GREEN BELTS
estimated sq ft: 80,692

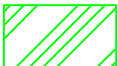


CONFIRMED PLANTERS
estimated sq ft: 128,526

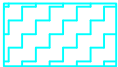


MANDALAY BAY

CONFIRMED GREEN BELTS
estimated sq ft: 98,104



CONFIRMED PLANTERS
estimated sq ft: 72,908

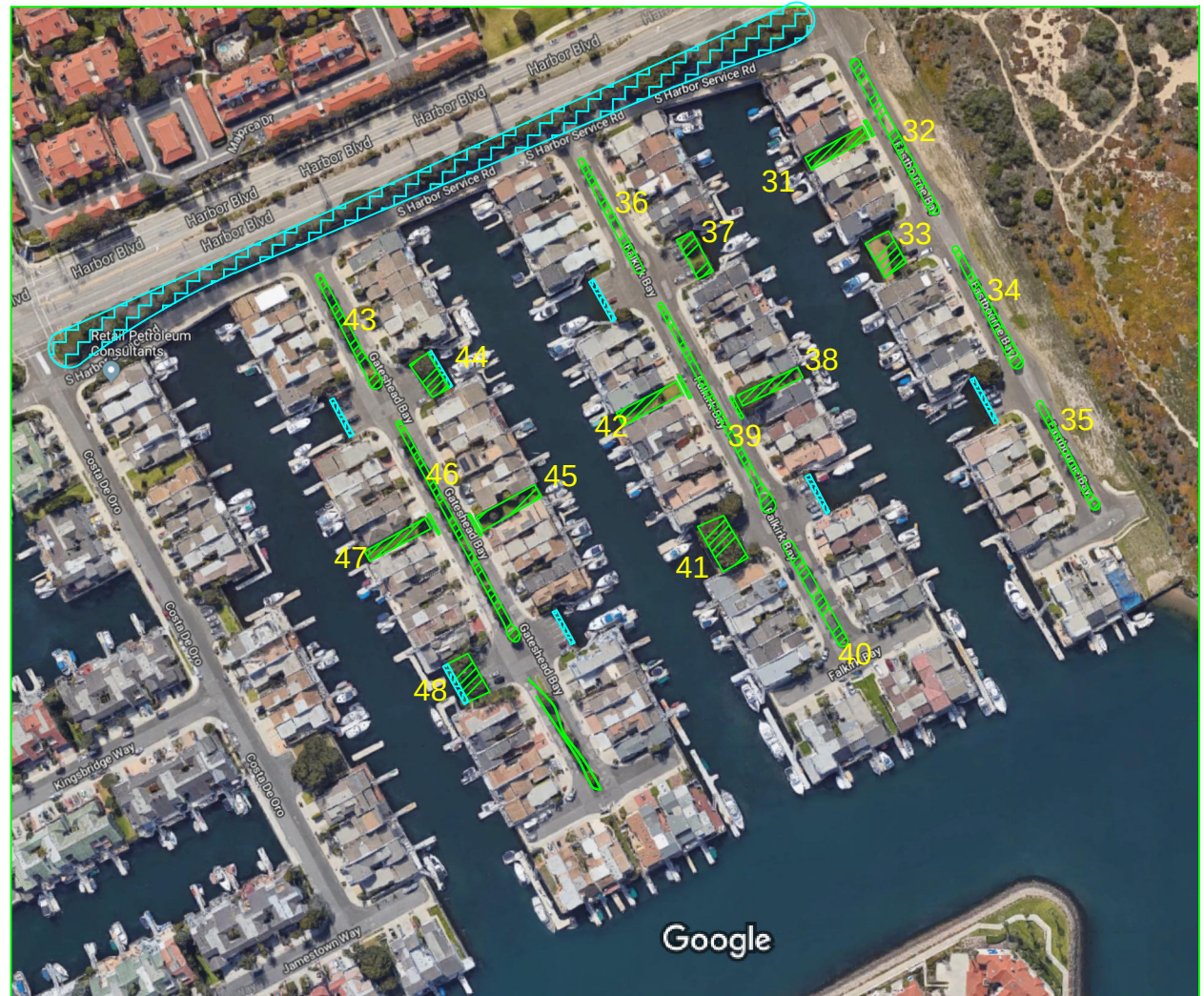
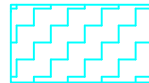


MANDALAY BAY

CONFIRMED GREEN BELTS
estimated sq ft: 46,642

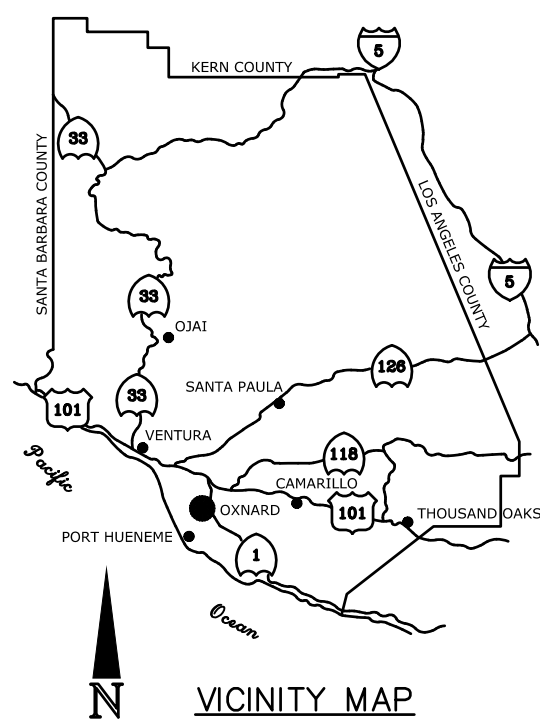
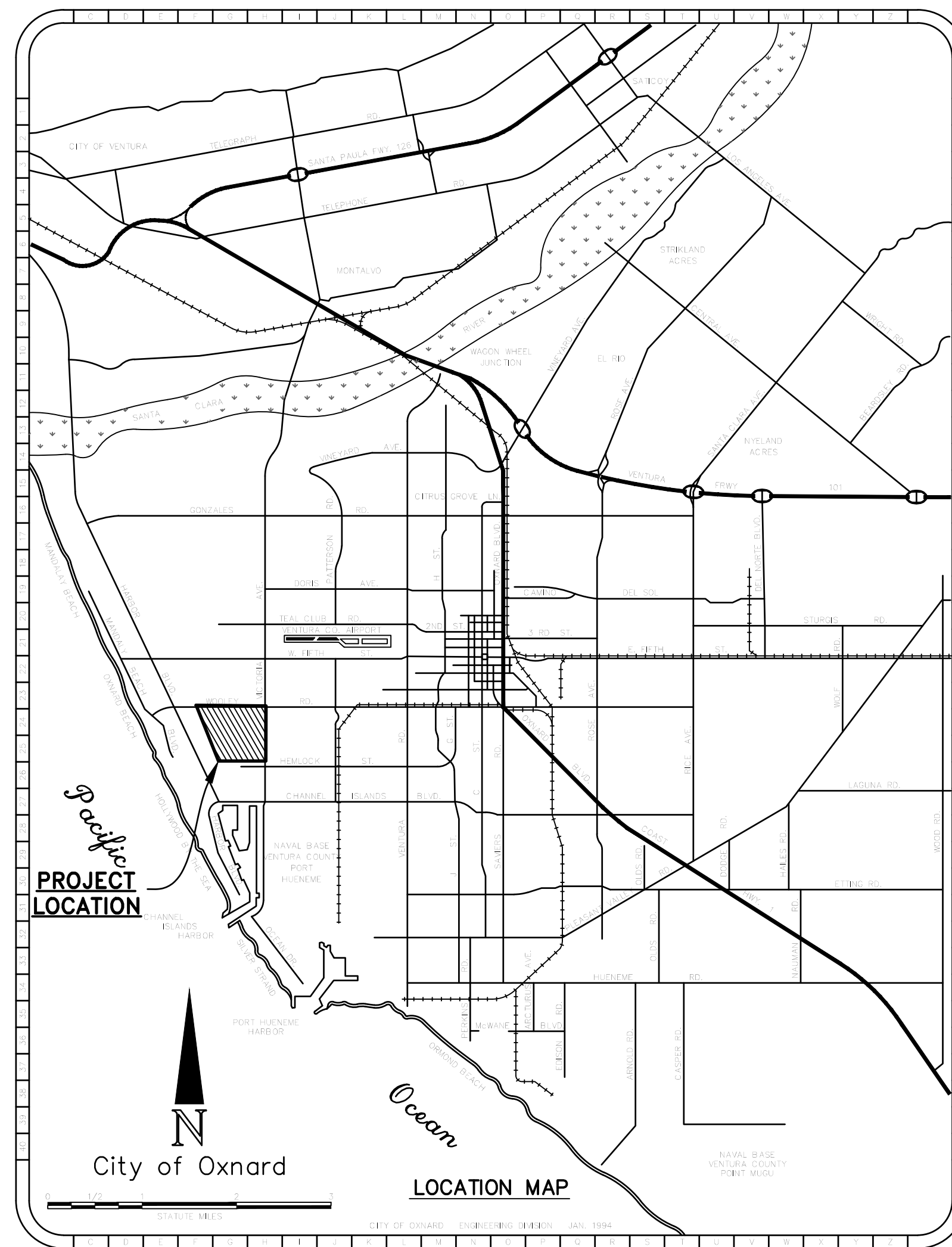


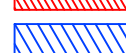
CONFIRMED PLANTERS
estimated sq ft: 53,304

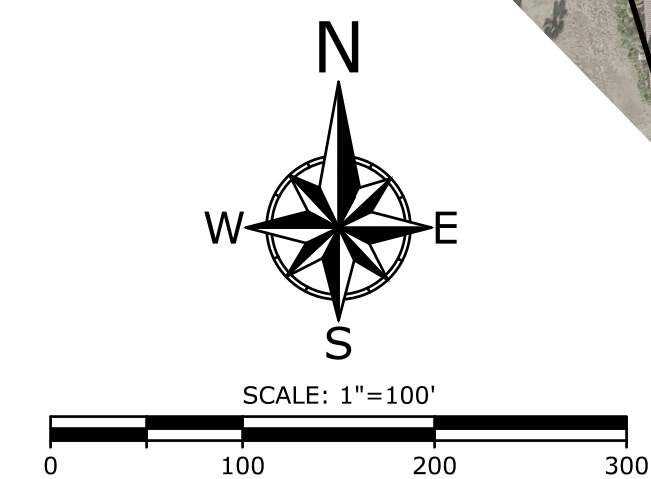
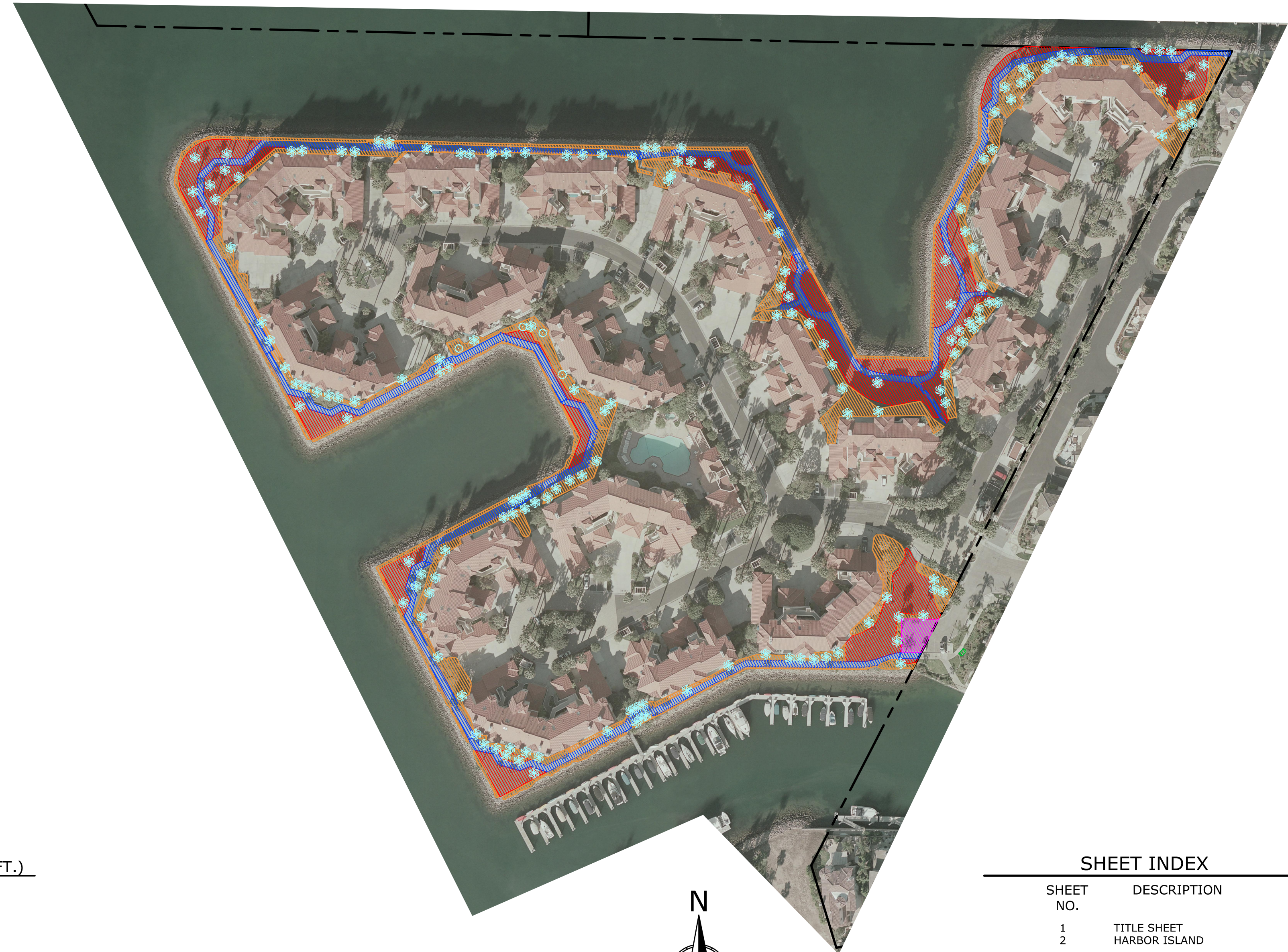


SEABRIDGE DEVELOPMENT LANDSCAPE QUANTITIES STUDY HARBOR ISLAND

CITY OF
OXNARD
CALIFORNIA



HARBOR ISLAND		AREA (SQ FT.)
	PARKING	1,602
	TURF	44,397
	CONCRETE	34,817
	PLANTER	55,159
	TREES	171



SHEET INDEX	
SHEET NO.	DESCRIPTION
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2	HARBOR ISLAND

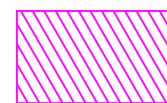
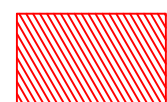
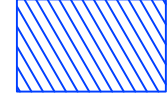
 Encompass Consultant Group 333 N. LANTANA ST., SUITE 287, CAMARILLO, CA 93010 PHONE: 805-322-4443 WEBSITE: WWW.ECGCIVIL.COM		REVISIONS			CITY OF  OXNARD CALIFORNIA	Development Services Department <i>WESTPORT</i>	
		MARK	DATE	DESCRIPTION			BY
SALVADOR CONTRERAS DATE: <u>03/02/2017</u> PROJECT ENGINEER R.C.E. W.O. 0013.05		REVIEWED BY: _____ DATE _____ _____ DATE _____ _____ DATE _____			APPROVED: _____ Date _____ City Engineer R.C.E. 46333		
		SCALE: HORIZ. <u>1"=60'</u> VERT. <u>N/A</u>			SHEET NO. <u>1</u> OF <u>2</u>		
		DRAWN BY: <u>JG</u> CHECKED BY: <u>SC</u>			DRAWING NUMBER		

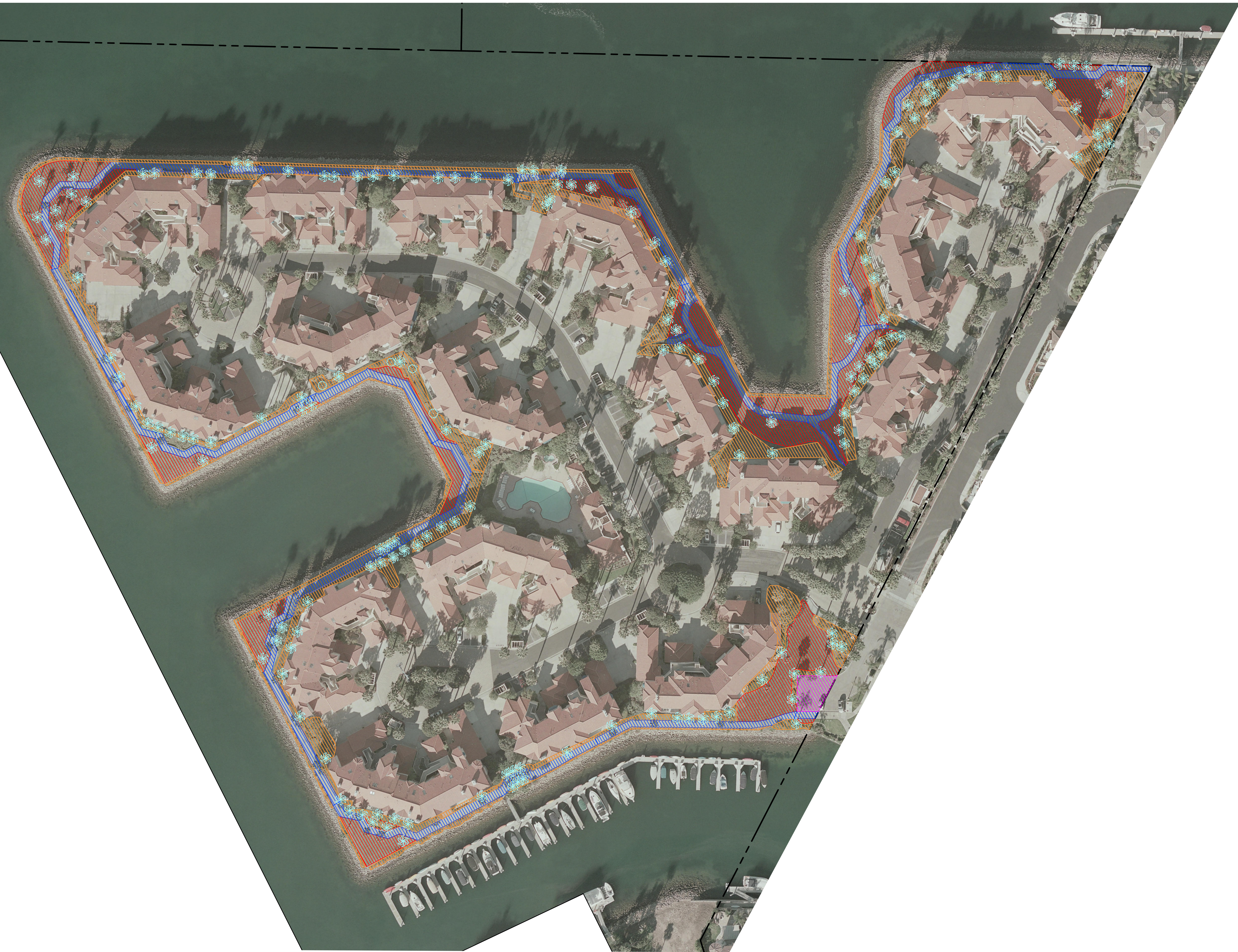
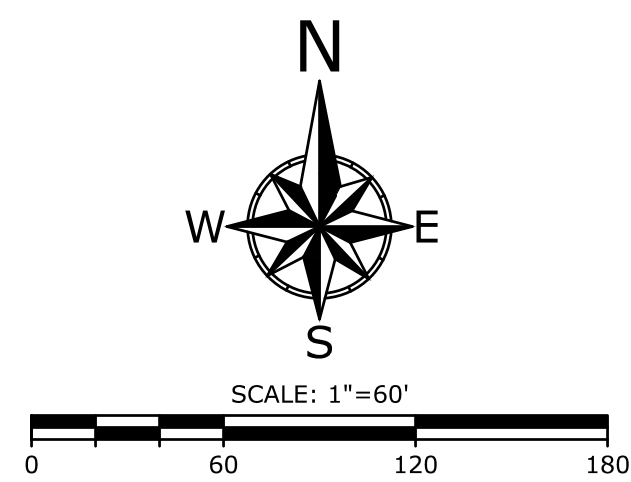
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PLOT BY:Rsmith

SAVE DATE: 4/6/2017 3:36:29 PM

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LEGEND		AREA (IN SQ. FT.)
	PARKING	1,602
	TURF	44,397
	CONCRETE	34,817
	PLANTER	55,159
	CFD DISTRICT BOUNDARY	
	TREES	171





Encompass Consultant Group
333 N. LANTANA ST., SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

SALVADOR CONTRERAS, DATE: 03/02/2017
PROJECT ENGINEER
R.C.E.
W.O. 0013.05



REVISIONS		
MARK	DATE	DESCRIPTION

CITY OF
OXNARD
CALIFORNIA

Development Services Department

HARBOR ISLAND

APPROVED: _____
City Engineer R.C.E. 46333 Date _____

SCALE: HORIZ. **1"=60'**
VERT. **N/A**

SHEET NO. **2** OF **2**

DRAWN BY: **JG** DATE _____
CHECKED BY: **SC** DATE _____

DRAWING NUMBER

Maintenance Assessment Districts

& Waterway Assessment Districts

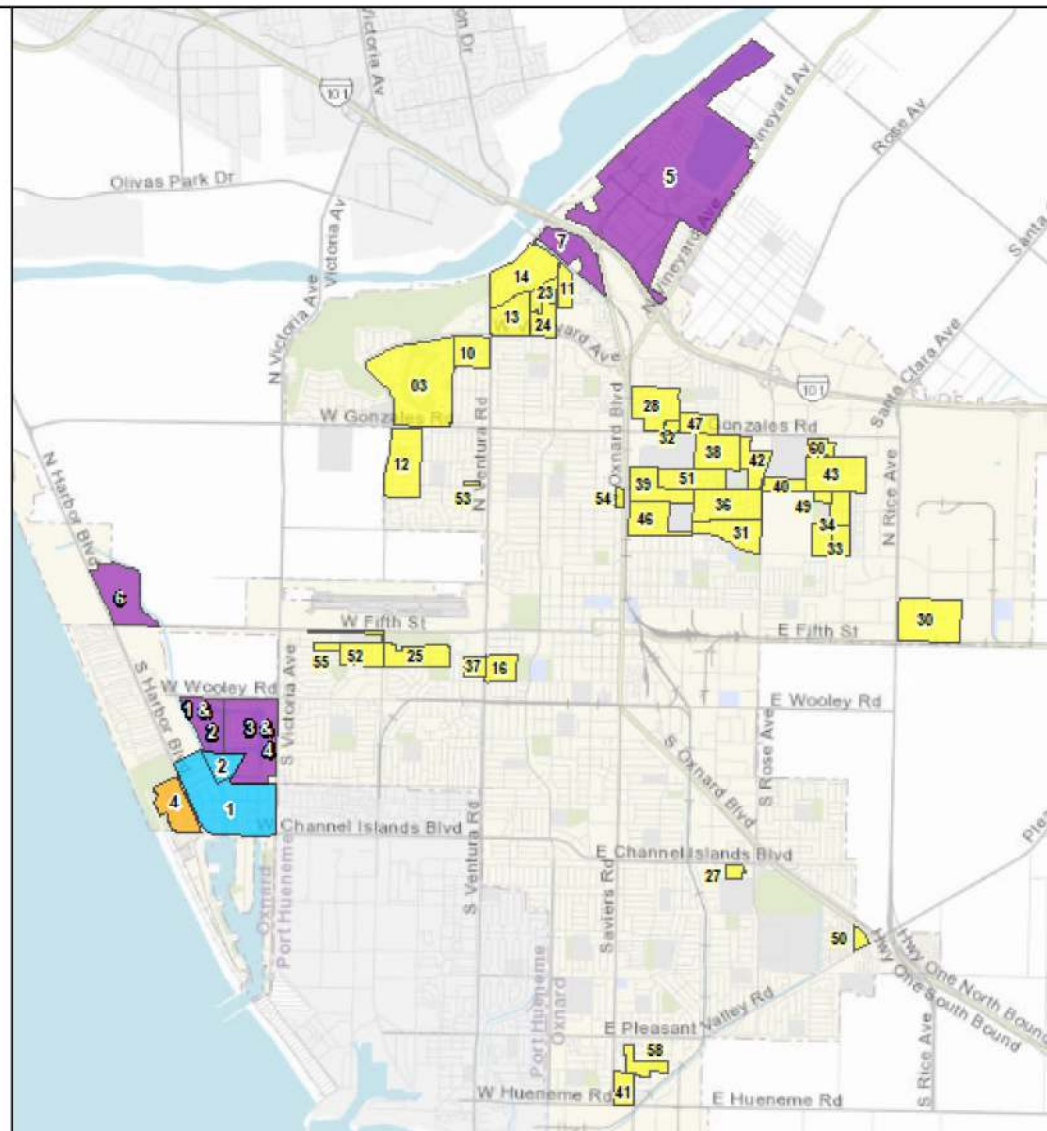
- MAD No. 4 (Mandalay Beach/Colony/Hotel)
- WAD No. 1 (Mandalay Bay)
- WAD No. 2 (Mandalay Bay)

Community Facilities Districts

- CFD No. 1 & 2 (WESTPORT AT MANDALAY BAY)
- CFD No. 3 & 4 (SEABRIDGE AT MANDALAY BAY)
- CFD No. 5 (RIVERPARK)
- CFD No. 6 (NORTH SHORE AT MANDALAY BAY)
- CFD No. 7 (WAGON WHEEL)

Landscape Maintenance Districts

- LMD No. 10 (Country Club Estates)
- LMD No. 11 (St. Tropez)
- LMD No. 12 (Standard Pacific)
- LMD No. 13 (Le Village)
- LMD No. 14 (California Cove)
- LMD No. 16 (California Lighthouse)
- LMD No. 23 (Greystone)
- LMD No. 24 (Vineyards)
- LMD No. 25 (Pointe)
- LMD No. 27 (Rose Island)
- LMD No. 28 (Harborside)
- LMD No. 3 (River Ridge)
- LMD No. 30 (Haas Automation)
- LMD No. 31 (Rancho De La Rosa)
- LMD No. 32 (Oak Park)
- LMD No. 33 (El Paseo)
- LMD No. 34 (Sunrise Pointe & Sunset Cove)
- LMD No. 36 (Villa Santa Cruz & Villa Carmel)
- LMD No. 37 (Pacific Breeze)
- LMD No. 38 (Aldea Del Mar)
- LMD No. 39 (Promesa & Sueno)
- LMD No. 40 (Cantada)
- LMD No. 41 (Pacific Cove)
- LMD No. 42 (Cantabria & Coronado)
- LMD No. 43 (Greenbelt)
- LMD No. 46 (Daily Ranch)
- LMD No. 47 (Sycamore Place)
- LMD No. 49 (Cameron Ranch)
- LMD No. 50 (Pleasant Valley Senior Housing)
- LMD No. 51 (Pfeiler)
- LMD No. 52 (Wingfield)
- LMD No. 53 (Huff Court)
- LMD No. 54 (Meadow Crest Villas)
- LMD No. 55 (Wingfield West)
- LMD No. 58 (Westwind)
- LMD No. 60 (Artisan)



LANDSCAPE MAINTENANCE AGREEMENT WITH BRIGHTVIEW LANDSCAPING INC. FOR WATERWAYS ASSESSMENT DISTRICTS: MANDALAY BAY & HARBOUR ISLAND

Public Works and Transportation Committee
May 11, 2021

Jeri Cooper, Special Districts
Project Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8315 with Brightview Landscaping Inc. in the amount of \$195,176 for a three-year term ending on June 30, 2024 for landscape maintenance services within Waterways Assessment Districts Zone 1 Mandalay Bay and Zone 2 Harbour Island.



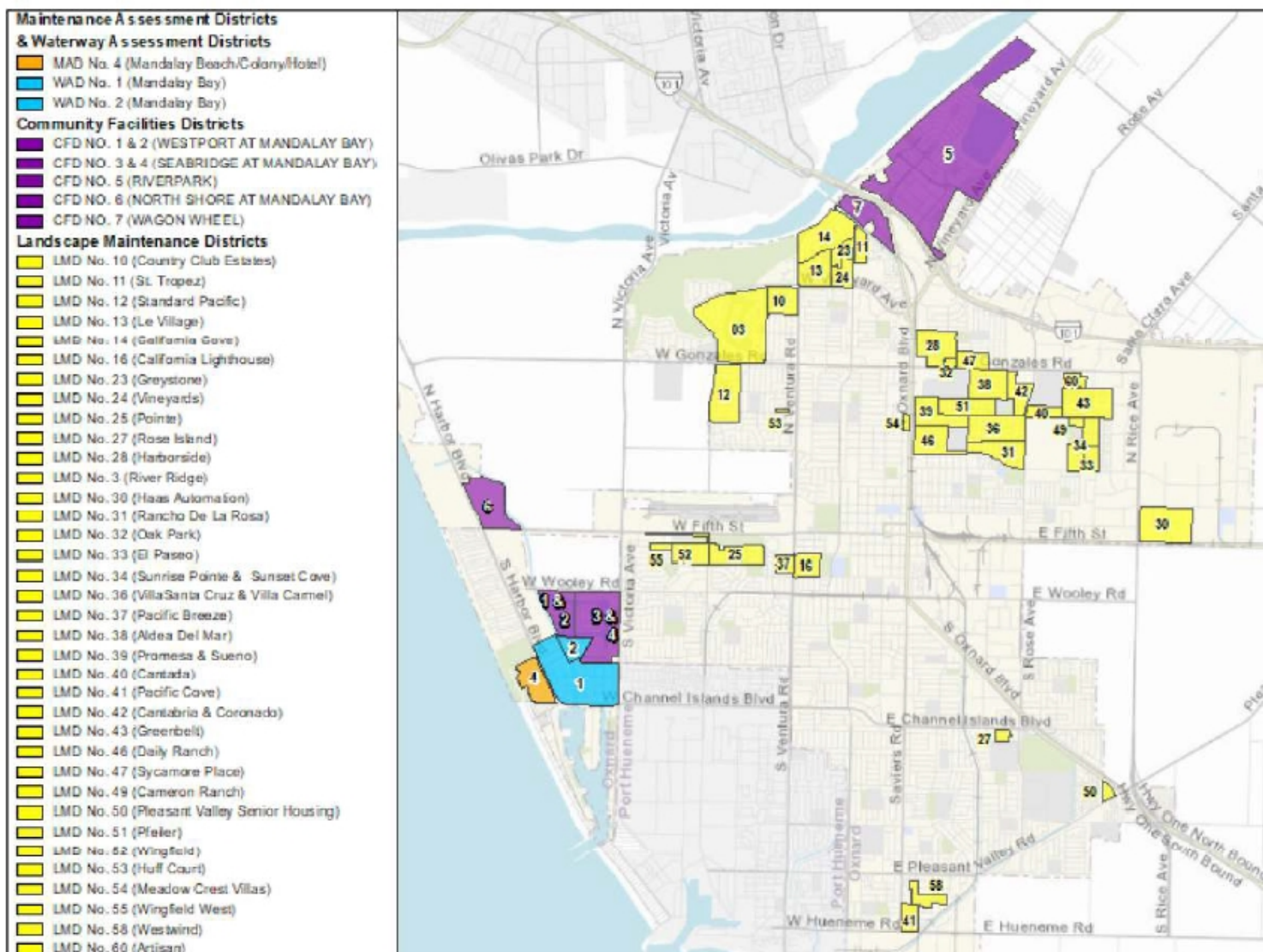
- Special Districts is a Division of the Public Works Department and manages a total of 48 Assessment Districts
- Individual Districts have varying service levels from five (5) days per week to quarterly service
- Waterways Assessment District is comprised of two (2) zones: Zone 1 Mandalay Bay and Zone 2 Harbour Island
- Current service levels: Mandalay Bay Service Level B (bi-monthly) and Harbour Island Service Level C (every three (3) weeks)

- Bid Specifications released February 8, 2021
- Bids returned March 11, 2021
- Received five (5) bids; one (1) was deemed non-responsive
- Lowest, responsive bidder was Brightview Landscaping Services Inc.



- Total agreement with Brightview is \$195,176 for three (3) years
- Spending plan for the first year is included in the Proposed Budget for Fiscal Year 2021-22
- No impact to the General Fund

Service		FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Landscape Maintenance	Zone 1 Mandalay Bay (Fund 121)	\$39,088.56	\$39,870.36	\$40,667.76	\$119,626.68
	Zone 2 Harbour Island (Fund 177)	\$19,784.88	\$20,180.52	\$20,584.20	\$60,549.60
Additional Services	On-Call Crew Rental Services				\$15,000.00
Grand Total		\$58,873.44	\$60,050.88	\$61,261.96	\$195,176.28





QUESTIONS



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. C.3**

DATE: May 11, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Parks and Landscape Maintenance Update.

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council receive a report on the Parks and Landscape Maintenance plan, provide input and direct staff to:

1. Identify funding to support improving parks and landscape maintenance at a **Base Level of Service**, which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, and annual grid pruning of trees within the parkways and medians of the arterial streets. It is anticipated this will cost an additional **\$2.98 million annually**; or
2. Identify funding to support improving parks and landscape maintenance at an **Enhanced Level of Service** (includes Base Level of Service), which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, annual grid pruning of trees within the parkways and medians of the arterial streets, annual grid pruning of the park trees, daily trash removal in the parks and daily janitorial services for the park restrooms. It is anticipated this will cost an additional **\$3.8 million annually**; and
3. Identify funding to repair playgrounds for **\$485,000**; and
4. Identify funding to renovate sports fields and amenities for **\$549,000**; and
5. Identify funding to increase water budget as well as funding for turf reduction projects for **\$592,000**; and
6. Identify funding to renovate gateway monuments for **\$140,000**.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/D1jmi5bor20>

BACKGROUND

Currently, the City of Oxnard (City) Parks Division is responsible for maintaining 36 General Fund parks and open space equaling 476 acres, parkway and median landscapes equaling 120 acres along 81 linear miles of streets, and over 52,000 trees. After significant budget cuts in previous years, current budgets and staffing levels have reduced the maintenance of the City's parks to once per month. Additionally, street median maintenance is only occurring once per year, and the maintenance of City trees is provided as needed, with no planned grid pruning. Furthermore, irrigation of the City's landscapes was drastically cut back to stay within budget, but resulted in loss of turf and vegetation, and increases in weed growth.

Preventive maintenance and capital replacement has also been impacted. Because of the current state of

deferred maintenance, a large funding commitment is necessary to replace playgrounds, repair aging play equipment, replace benches, tables, and bleachers, and repair and replace irrigation systems.

Following passage of the Measure E sales tax in November 2020, the City Council reviewed and identified priorities for future investment. Council Priority No. 2 was approved which is the restoration of regular maintenance of parkways, medians, City parks and public spaces, and restoring proper tree trimming cycles. Also identified was the need to improve the gateway monuments into the City.

DISCUSSION

In response to Council's direction to prioritize proper maintenance of parks and infrastructure, staff identified a few objectives. First, restore proper maintenance to the parks, parkways and medians, and citywide trees. Second, service delivery must be equal throughout the City. Third, develop cost effective and efficient solutions. And fourth, work to eliminate the backlog of deferred maintenance, shifting operations to a proactive instead of reactive approach.

To meet the needs of Council Priority No. 2, staff is recommending, at a minimum, Council approve identifying funding for a Base Service Level, estimated to cost \$2.98 million annually. Additionally, staff is recommending Council appropriate funding for repair of existing playgrounds (estimated at \$485,000) and renovation of sports fields (estimated at \$549,000). The following details proposed efforts to address Council's priority and the stated objectives:

Parks

To ensure equitable, efficient and timely service delivery, staff is recommending entering into a contract for park mowing services. By contracting the mowing of 192 acres of park turf, staff can focus on other priorities in the parks such as irrigation, playground maintenance, signage, lighting, fences, and daily trash removal. The estimated cost for contracted weekly mowing is \$880,000 per year.

The City has 35 playgrounds in the parks and the majority of them require repairs. All 20 playgrounds with fibar safety surfacing need to be replenished at a cost of \$135,000. Additionally, staff is requesting \$350,000 to repair and replace playground parts and equipment such as slide, swings, and hardware. Five of our City playgrounds have far exceeded their useful life where they are beyond repair. Staff is recommending an investment of additional \$4.6 million in the CIP budget to replace five (5) playgrounds. This will include rubber safety surfacing, ADA improvements around the playgrounds, meeting standards for an all inclusive playground.

There is also a need to improve ball fields and park amenities. The cost to restore baseball infields and playing turf is estimated at \$255,000. The cost to replace amenities such as benches, backstops, and drinking fountains is \$294,000. To maintain healthy turf for youth sports programming, the water budget needs to be increased. An increase of \$532,000 will support healthy turf via increased watering and fertilizer/soil amendments. Lastly, staff is proposing to initiate a turf reduction program for non-usable turf. Currently, this would be supported through qualified water diversion fees at a cost of \$60,000 annually. This cost is included in the recommendation of the Base Level of Service.

Parkways and Medians

The City has just over 124 acres of parkways and medians to be maintained within the arterial streets network.

These are key corridors traveled by residents and visitors on a daily basis. Similar to Parks, staff is recommending the City engage a firm to provide parkway and median maintenance. The cost estimate to provide monthly maintenance is \$1.5 million per year and will be performed under three (3) separate contracts to ensure the work is occurring simultaneously in three areas of the City.

As a component of Council Priority 2, staff is requesting \$140,000 to renovate the existing gateway monuments. Staff will work with the Community Services Commission to develop ideas to restore the existing signs, landscaping, and lighting.

Trees

The City's street tree inventory shows approximately 52,000 trees. This number fluctuates as information is updated by staff and the City's on-call tree maintenance contractor. Currently, the City does not have a Tree Master Plan, which provides guidance on appropriate tree species, planting locations, removal requirements, maintenance schedules and necessary corrective actions. Staff has engaged consultant services to prepare the Plan and anticipates bringing it to Council for consideration in fall 2021. With completion and approval of the Tree Master Plan, staff will begin developing a comprehensive tree program and will bring it to Council during the Fiscal Year 2022-23 budget discussions.

For Fiscal Year 2021-22, staff is requesting funding to provide pruning of the arterial street trees at an estimated budget of \$600,000. Similar to the parkways and medians, this service will be performed under three (3) separate contracts with a planned completion schedule of six (6) months. Again, the three (3) contracts and simultaneous work ensures equitable distribution of services across the City. Staff and the on-call tree maintenance contractor will continue to respond to urgent requests for tree services as required.

Council may choose to add annual grid pruning of the trees within city parks. This is estimated to cost \$325,000. To grid prune the entire City (parks, arterial streets and residential neighborhoods) is estimated to cost \$4.2 million and is therefore not recommended until the citywide Tree Master Plan is adopted.

Itemized Estimated Costs

Base Level of Service	Service	Annual Cost
Contract park mowing	weekly	\$880,000
Contract mowing/trimming of parkways and medians (arterial streets)	monthly	\$1,500,000
Contract grid pruning of trees in the parkways and medians (arterial streets)	annually	\$600,000
Total		\$2,980,000
Enhanced Level of Service (includes items listed above)		
Base Level of Service	as noted	\$2,980,000
Contract trash removal in public spaces	daily	\$200,000

Contract grid pruning of trees within the parks	annually	\$325,000
Contract janitorial services for park restrooms	daily	\$300,000
Total		\$3,805,000

Repairs and Improvements		
Renovate sports fields and amenities	annually	\$549,000
Repair playgrounds	annually	\$485,000
Water budget and turf reduction	annually	\$592,000
Renovate gateway monuments	one-time	\$140,000
Total		\$1,766,000
Total Cost for Base Level of Service and Repairs/Improvements		\$4,746,000
Total Cost for Enhanced Level of Service and Repairs/Improvements		\$5,571,000

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and **Natural Resources** strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

This agenda item supports the **Quality of Life** strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

This agenda item supports **Public Safety** strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

There is no direct financial impact to receive this report and provide input. Dependent on input and final recommendations to be approved by Council, the following impacts may occur.

1. Funding allocated for Base Level of Service at \$2.98 million; or
2. Funding allocated for Enhanced Level of Service (includes Base Level of Service) at \$3.8 million; and
3. Funding allocated to repair playgrounds for \$485,000; and
4. Funding allocated to renovate sports fields and amenities for \$549,000; and
5. Funding allocated to increase water budget and turf reduction projects for \$592,000; and
6. Funding allocated to renovate the gateway monuments for \$140,000.

If the Committee recommends, and the Council approves, the Enhanced Level of Service and Repairs/Improvements outlined above, then the Committee's previous recommendation on the preferred funding level for streets and alleys; other City Council policy decisions; and a recent court ruling against the City on the infrastructure use fee (IUF) combine to absorb 74%, or \$36.4 million, of the new sales tax revenue projected to be received for Fiscal Year 2021-22, as shown in the table below:

Measure E 1.5-cent Sales Tax revenue	\$49.1 million
Less: Streets and Alleys to achieve a PCI of 70 (14.6)*	
One-time subsidy for ambulance start-up	(2.4)
Capital Improvement Program	(8.8)
Year 2 of IUF repayment to utilities	(5.0)
Enhanced parks & landscape maintenance	(5.6)
Equals: Remaining Measure E revenue	\$12.7 million

* could be bonded and reduced to (\$8.0 million)

Keep in mind that no funding for 22 of the 25 other Council priorities is included in the table above. Nor is the small structural deficit inherited from FY 2020-21 (\$2 million) or the year-over-year increases in base operating costs (goods and services, and personnel costs, which are still being calculated) that will assuredly more than consume the growth in General Fund revenue from property tax, the 1% base sales tax, and other revenue sources.

On the other hand, the table does not yet assume any use of American Rescue Plan Act funds from the Federal government for revenue backfill or infrastructure uses, such as streets and alleys -- because as of this writing the U.S. Treasury Department has not yet issued guidance on exactly what kind of municipal expenses will be eligible.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Parks & Landscape Maintenance Update Presentation



Parks & Landscape Maintenance Update

Public Works and Transportation Committee
May 11, 2021

City Council
May 18, 2021

Steve Howlett, Assistant Director



FOR THE PUBLIC WORKS AND TRANSPORTATION COMMITTEE MEETING:

That the Public Works and Transportation Committee recommend that the City Council receive a report on the Parks and Landscape Maintenance plan, provide input and direct staff to:

1. Identify funding to support improving parks and landscape maintenance at a Base Level of Service, which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, and annual grid pruning of trees within the parkways and medians of the arterial streets. It is anticipated this will cost an additional \$2.98 million annually; or
2. Identify funding to support improving parks and landscape maintenance at an Enhanced Level of Service (includes Base Level of Service), which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, annual grid pruning of trees within the parkways and medians of the arterial streets, annual grid pruning of the park trees, daily trash removal in the parks and daily janitorial services for the park restrooms. It is anticipated this will cost an additional \$3.8 million annually; and

FOR THE PUBLIC WORKS AND TRANSPORTATION COMMITTEE MEETING:

That the Public Works and Transportation Committee recommend that the City Council receive a report on the Parks and Landscape Maintenance plan, provide input and direct staff to:

3. Identify funding to repair playgrounds for \$485,000; and
4. Identify funding to renovate sports fields and amenities for \$549,000; and
5. Identify funding to increase water budget as well as funding for turf reduction projects for \$592,000; and
6. Identify funding to renovate gateway monuments for \$140,000.

FOR THE CITY COUNCIL MEETING:

That the City Council receive a report on the Parks and Landscape Maintenance plan, provide input and direct staff to:

1. Identify funding to support improving parks and landscape maintenance at a Base Level of Service, which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, and annual grid pruning of trees within the parkways and medians of the arterial streets. It is anticipated this will cost an additional \$2.98 million annually; or
2. Identify funding to support improving parks and landscape maintenance at an Enhanced Level of Service (includes Base Level of Service), which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, annual grid pruning of trees within the parkways and medians of the arterial streets, annual grid pruning of the park trees, daily trash removal in the parks and daily janitorial services for the park restrooms. It is anticipated this will cost an additional \$3.8 million annually; and

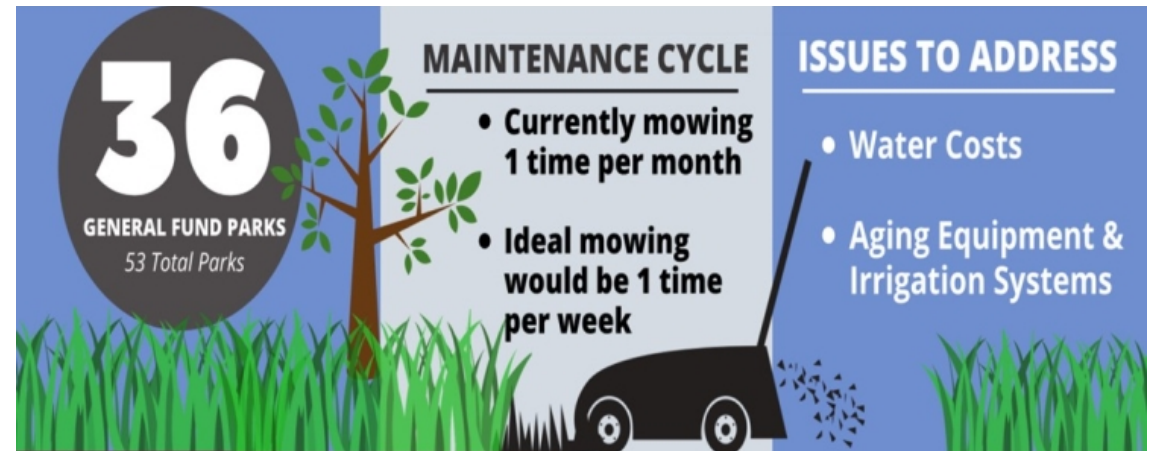
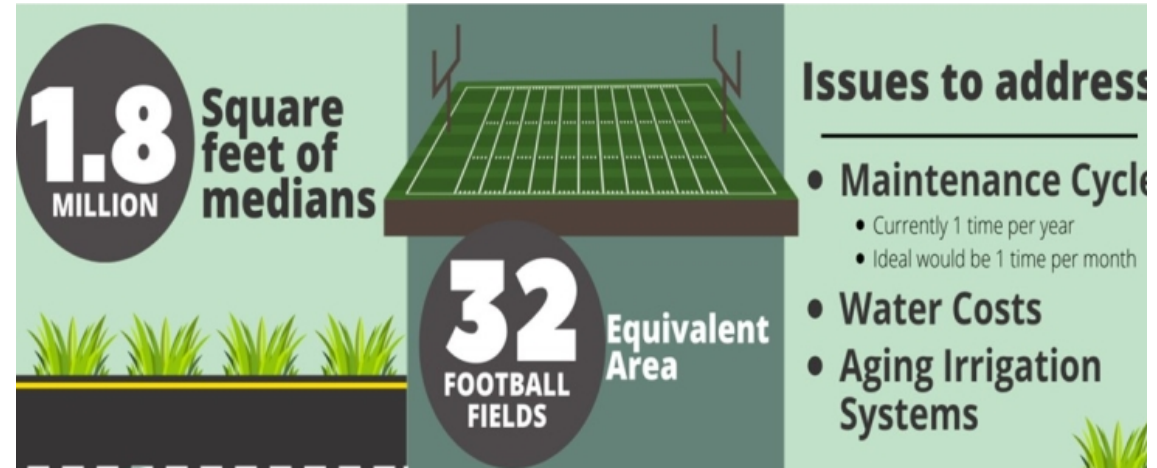
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That the City Council receive a report on the Parks and Landscape Maintenance plan, provide input and direct staff to:

3. Identify funding to repair playgrounds for \$485,000; and
4. Identify funding to renovate sports fields and amenities for \$549,000; and
5. Identify funding to increase water budget as well as funding for turf reduction projects for \$592,000; and
6. Identify funding to renovate gateway monuments for \$140,000.

During the budget adoption for Fiscal Year 2019-20, the City Council was faced with a \$9.2 million deficit. As a result:

- 12 grounds worker positions were eliminated
- The parks budget reduced by \$1.2 million
- Current staff = 42 FTEs
- Parks mowed monthly
- Parkways & medians maintained annually
- Trees maintained as needed



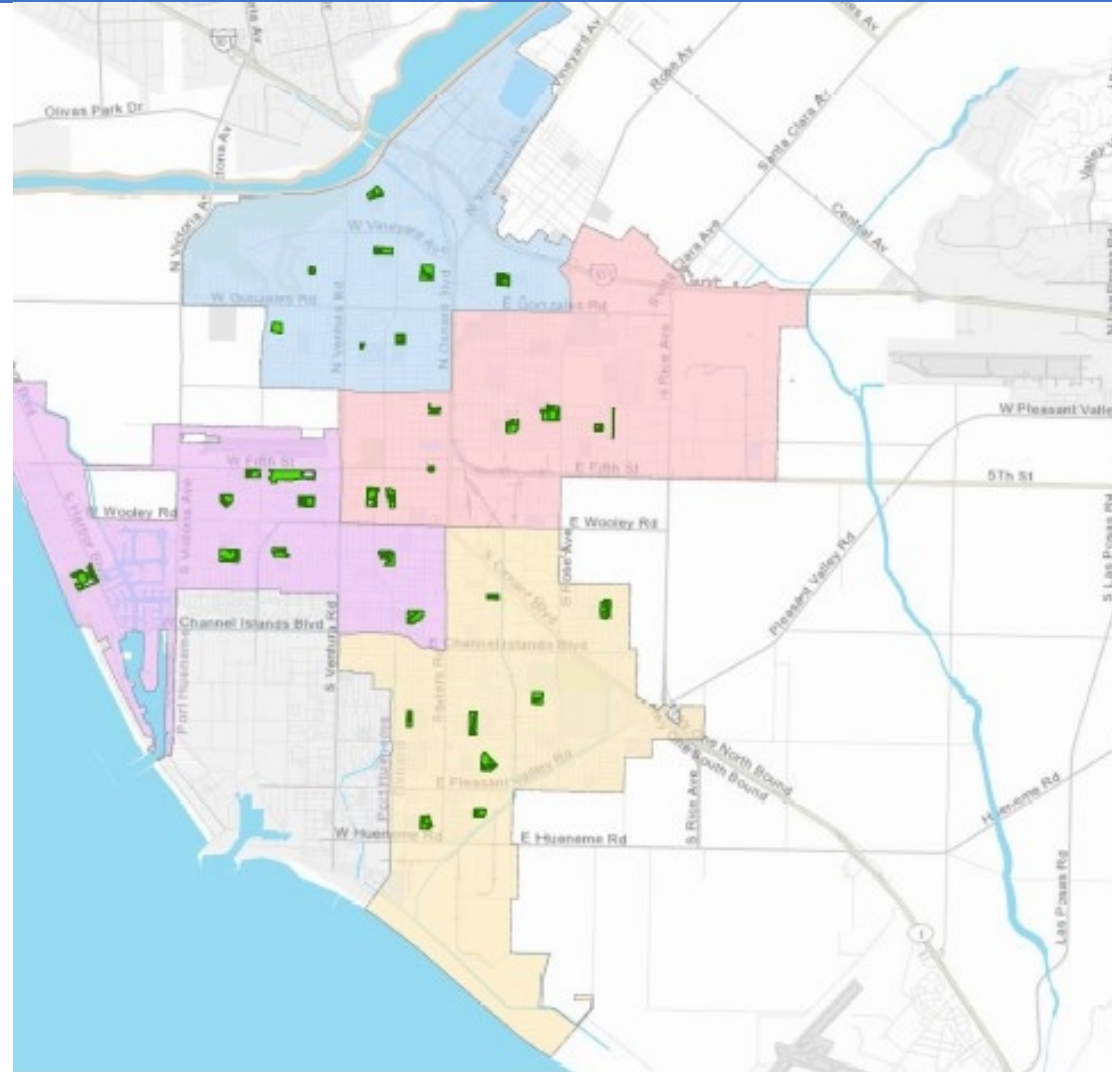
Recently, City Council established the priorities for Measure E funds. Priority # 2 is restoring regular maintenance of parks, parkways & medians, trees, and improving the gateway monuments.

- Restore proper maintenance for landscapes, trees, and amenities
- Equity of service and conditions across the City
- Analysis of most cost effective measures
- Eliminate deferred maintenance and become proactive instead of reactive



Discussion: Parks Mowing

- 476 acres Total
- 192 acres Turf (GF)
- Contract weekly mowing \$880,000/yr.
- Staff will be responsible for managing contractor performance, daily trash, irrigation, playground maintenance, building maintenance, hardscapes, signs, lights, fences, and parking



**CITYWIDE GENERAL SERVICES
MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF
~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS
PER PARK BELOW**

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,953	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

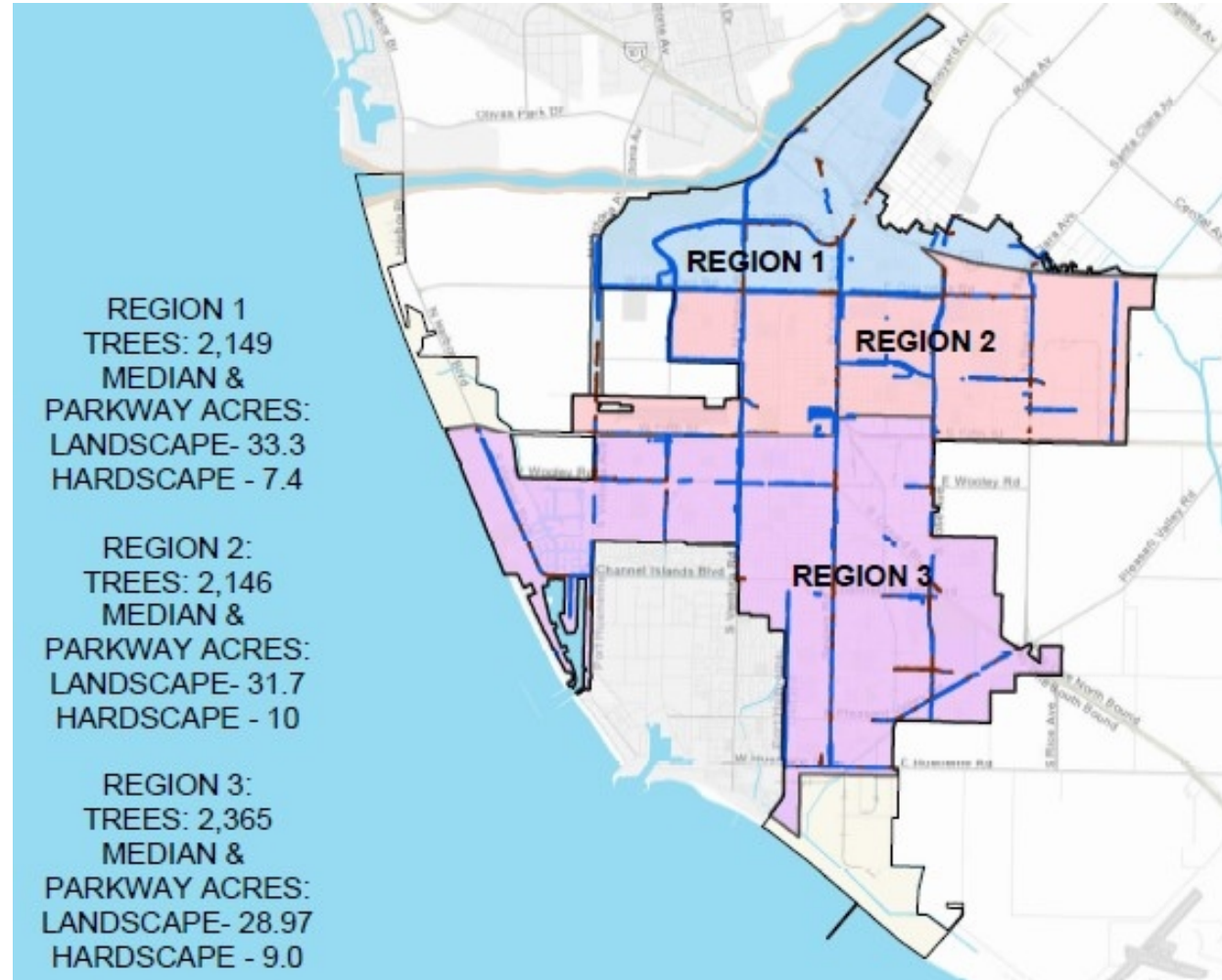
- 35 Playgrounds
- All 20 parks with fibar require new safety surfacing for \$135,000
- Most require repairs for \$350,000
- 5 playgrounds need to be replaced for \$4.6 million in CIP. This includes rubber safety surfacing, ADA improvements, and all inclusive playgrounds.



- Ball Field & turf improvements for \$255,000
- Amenity Replacements for \$294,000
- Increase water budget \$532,000 for healthy turf and potential water restrictions
- Turf reduction program with up to \$60,000 per year in rebates is included in both the Base and Enhanced Level of Service



- 120.4 acres to be maintained along 81 linear miles of arterial streets
- Contract monthly maintenance of parkways and medians for \$1.5 million/yr.
- 3 separate contracts providing simultaneous service citywide



MAINTENANCE TOTALS

FULL CITY

MEDIAN & PARKWAY LANDSCAPE AREAS:
~94 ACRES

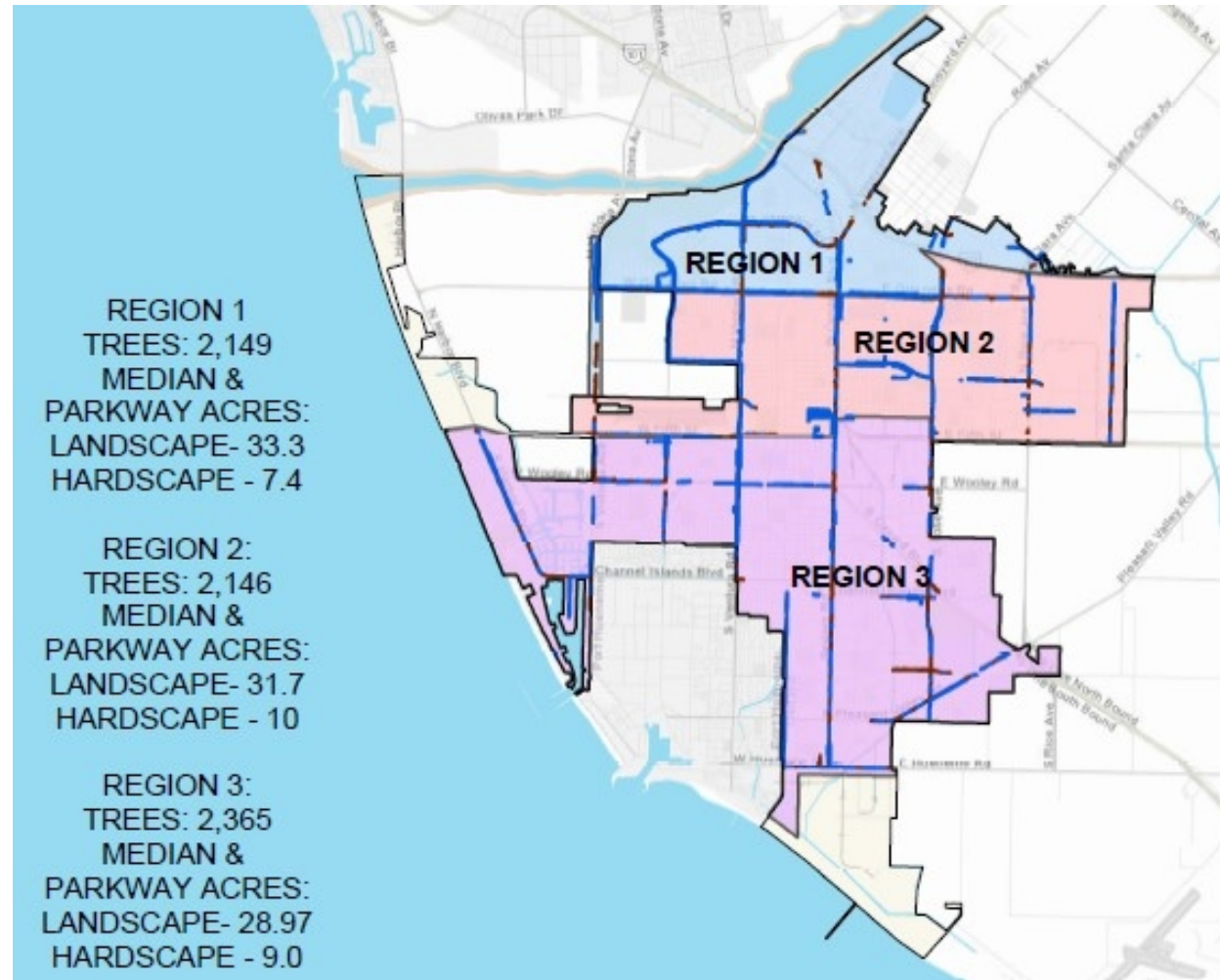
MEDIAN & PARKWAY HARDSCAPE AREAS:
~26.4 ACRES

TREES ALONG ARTERIAL STREETS:
~6,660 TREES

- Renovate gateway monuments for \$140,000
- Materials and supplies for irrigation and landscape for \$158,000 is included in both the Base and Enhanced Level of Service
- Staff will be responsible for managing contractor performance, trash, irrigation inspection and repairs, sign replacement, lights, and fences.



- 6,660 trees in the parkways and medians of the arterial streets
- Contract grid pruning of all arterial street trees for \$600,00/yr.
- 3 separate contracts providing simultaneous service citywide
- All arterial streets to be completed in 6 months
- On-call tree service increase of \$200,000



MAINTENANCE TOTALS

FULL CITY

MEDIAN & PARKWAY LANDSCAPE AREAS:
~94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~26.4 ACRES

TREES ALONG ARTERIAL STREETS:
~6,660 TREES

- GIS tree count is 52,095
- Grid prune all City trees is not recommended because of the \$4.2M/yr. cost and currently developing a Tree Master Plan
- Tree Program will have greatest impact based on being the highest level of complaints



- Develop a Master Plan for the citywide Tree Program based on Consultant recommendations
- Develop a City Landscape Plan for replacing parkway and median landscapes (drought tolerant)
- Develop a Water Efficiency Plan to reduce water consumption through turf reduction, low water use landscapes, smart irrigation controllers



Options with Estimated Costs

Base Level of Service	Service	Annual Cost
Contract park mowing	weekly	\$880,000
Contract mowing/trimming of parkways and medians (arterial streets)	monthly	\$1,500,000
Contract grid pruning of trees in the parkways and medians (arterial streets)	annually	\$600,000
TOTAL		\$2,980,000

Options with Estimated Costs

Enhanced Level of Service	Service	Annual Cost
Base Level of Service	as noted	\$2,980,000
Contract trash removal in public spaces	daily	\$200,000
Contract grid pruning of trees within the parks	annually	\$325,000
Contract janitorial services for park restrooms	daily	\$300,000
TOTAL		\$3,805,000

Options with Estimated Costs

Repairs and Improvements	Service	Annual Cost
Renovate sports fields and amenities	annually	\$549,000
Repair playgrounds	annually	\$485,000
Water budget and turf reduction	annually	\$592,000
Renovate gateway monuments	one-time	\$140,000
TOTAL		\$1,766,000

There is no direct financial impact to receive this report and provide input. Dependent on input and final recommendations to be approved by Council, the following impacts may occur.

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5. Funding allocated to increase water budget and turf reduction projects for \$592,000; and
6. Funding allocated to renovate the gateway monuments for \$140,000.



Questions?





PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. C.4

DATE: May 11, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Agreement No. A-8331 to AquaTech Services, Inc., for On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services PW 21-70.

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council award and authorize the Mayor to execute Agreement A-8331 with AquaTech Services, Inc. in the not to exceed amount of \$240,000 for a three-year term ending June 1, 2024, for on-call backflow assemblies testing, maintenance, repair and replacement services (PW 21-70).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/sTpLqVT3MeU>

BACKGROUND

Backflow prevention devices are used to protect potable water supplies from contamination or pollution due to backflow. All potable water systems are required to follow the cross connection protection mandates under Title 17 of the Safe Drinking Water Act which specifies that all backflow devices must be tested and in operational conditions.

The Public Works Water Division requires support for the testing, maintenance, repair and replacement of backflow devices located throughout the City. The Water Division currently performs backflow services on over 10,700 devices with the combination of one (1) Senior Backflow Specialist staff member and an outside contractor agreement. This work has been mainly contracted out for the past ten years due to the specialized nature of the services and the quantity of backflow devices. The current provider for these services is with AquaTech Services, Inc. which will expire on June 1, 2021. These services were put out to bid for a three (3) year contract for an amount not to exceed \$240,000.

DISCUSSION

All work will be pre-approved by the project manager prior to starting work. Contractor will be required to pay prevailing wages under this contract. Each month the City will issue a list of devices to be repaired, replaced, tested or maintained.

The notice inviting formal bids (NIFB) for these services was published on March 25, 2021, and all bids were

due on April 21, 2021. The bid requested rates and costs on a variety of services for the purpose of evaluation and these rates will be utilized in the final agreement. The work will be issued through task orders and the contract will be for a three year term for a not to exceed amount of \$240,000. The City received the bid listed below:

AquaTech Services, Inc.: \$673,750

The lowest bidder is AquaTech Services, Inc. and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from the bidder. Procurement staff verified possession of required currently 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). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Thus, staff recommends that the City Council award the contract for this project to AquaTech Services, Inc.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The total cost for this agreement with AquaTech Services, Inc., is \$240,000 through June 1, 2024 for on-call backflow assemblies testing, maintenance, repair, and replacement services. The spending plan is \$6,000 for the remainder of FY 2020-21. The cost will be funded using existing appropriations in the Security and Contamination Prevention Fund 608 (account 608-6015-842-8209). Estimated costs for subsequent fiscal years will be requested during the annual budget process.

Spending Plan				
FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
\$6,000	\$80,000	\$80,000	\$74,000	\$240,000

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. A-8331 AquaTech PW 21-70
2. Presentation

**CITY OF OXNARD CONTRACT FOR
THE ON-CALL BACKFLOW ASSEMBLIES TESTING, MAINTENANCE,
REPAIR AND REPLACEMENT PROJECT
SPECIFICATION NO. PW 21-70**

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 AQUATECH SERVICES, INC. ("Contractor"). Contractor's license number is 414466.

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 General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as The On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Project Specification No. PW 21-70 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed two hundred and forty thousand dollars (\$240,000).

4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.

5. 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 Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be 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.

7. 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."

8. 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.

9. 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.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. 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. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

AQUATECH SERVICES, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

Cheryl Karluk, CEO² _____ Date _____

Martin Lee, 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.

Exhibit INS-I
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.

1.1 Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

2.2 Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

2.3 Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

3. 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. A-8331
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

4. 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.

5. 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).**

6. 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.

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 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 ☒ ANY AUTO ☒ 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 A-8331

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

[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 _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as The On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Project Specification No. PW 21-70 (the "Project").

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 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 any Task related to 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 two hundred and forty thousand Dollars (\$240,000.00), this amount being not less than a hundred percent (100%) of the total not to exceed 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.

The Project shall be considered “accepted” for the purposes of triggering Bond deadlines at the Contractor’s final completion of all Tasks, the City’s acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. 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 Sections 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)

Note: 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. The date of the Bond must not be before the Contract's Effective Date. 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 _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as The On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Project Specification No. PW 21-70 (the "Project").

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 two hundred and forty thousand Dollars (\$240,000.00), this amount being not less than a hundred percent (100%) of the total not to exceed 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, assigns, 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 for all Tasks, 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, within the Contract Term, then this obligation shall become null and void; 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 under any Task Order 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 in any Task Order. 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)

Note: 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. The date of Bond must not be before the Contract's Effective Date. 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.

EXHIBIT A

REVISED CITY OF OXNARD
BID SHEETS FOR THE ON-CALL BACKFLOW ASSEMBLIES TESTING, MAINTENANCE,
REPAIR AND REPLACEMENT PROJECT
SPECIFICATION NO. PW 21-70

Bidder's Name: AquaTech Services Inc

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3
1	½ inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea.	150.00	175.00	200.00
2	¾ inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	150.00	175.00	200.00
3	1 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	150.00	175.00	200.00
4	2 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	150.00	175.00	200.00
5	2 ½ inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	175.00	200.00	225.00
6	3 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	175.00	200.00	225.00
7	4 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	175.00	200.00	225.00
8	6 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	200.00	225.00	250.00
9	8 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	225.00	250.00	275.00

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10	10 inch backflow assembly Initial testing; retesting, if necessary; and certification	Ea	225.00	250.00	275.00
11	½ inch backflow assembly Initial testing, clean, retest and certification	Ea	250.00	300.00	350.00
12	¾ inch backflow assembly Initial testing, clean, retest and certification	Ea	250.00	300.00	350.00
13	1 inch backflow assembly Initial testing, clean, retest and certification	Ea	250.00	300.00	350.00
14	2 inch backflow assembly Initial testing, clean, retest and certification	Ea	250.00	300.00	350.00
15	2 ½ inch backflow assembly Initial testing, clean, retest and certification	Ea	300.00	350.00	400.00
16	3 inch 3 inch backflow assembly Initial testing, clean, retest and certification	Ea	300.00	350.00	400.00
17	4 inch backflow assembly Initial testing, clean, retest and certification	Ea	300.00	350.00	400.00
18	6 inch 6 inch backflow assembly Initial testing, clean, retest and certification	Ea	400.00	450.00	500.00
19	8 inch backflow assembly Initial testing, clean, retest and certification	Ea	600.00	650.00	700.00
20	10 inch backflow assembly Initial testing, clean, retest and certification	Ea	800.00	900.00	1000.00
21	½ inch backflow assembly Initial testing, minor repair, retest and certification	Ea	400.00	450.00	500.00
22	¾ inch backflow assembly Initial testing, minor repair, retest and certification	Ea	400.00	450.00	500.00
23	1 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	400.00	450.00	500.00

24	2 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	500.00	550.00	600.00
25	2 ½ inch backflow assembly Initial testing, minor repair, retest and certification	Ea	500.00	550.00	600.00
26	3 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	600.00	650.00	700.00
27	4 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	600.00	650.00	700.00
28	6 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	650.00	700.00	750.00
29	8 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	750.00	800.00	850.00
30	10 inch backflow assembly Initial testing, minor repair, retest and certification	Ea	850.00	900.00	950.00
31	½ inch backflow assembly Initial testing, major repair, retest and certification	Ea	700.00	750.00	800.00
32	¾ inch backflow assembly Initial testing, major repair, retest and certification	Ea	750.00	800.00	850.00
33	1 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	850.00	900.00	950.00
34	1 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	900.00	950.00	1000.00
35	2 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	950.00	1000.00	1050.00

36	2 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	975.00	1025.00	1075.00
37	2 ½ inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	1025.00	1075.00	1125.00
38	2 ½ inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	1150.00	1200.00	1250.00
39	3 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	1300.00	1400.00	1500.00
40	3 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	1400.00	1500.00	1600.00
41	4 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	1500.00	1600.00	1700.00
42	4 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	1600.00	1700.00	1800.00
43	6 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	1650.00	1750.00	1850.00
44	6 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	1700.00	1800.00	1900.00
45	8 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	1750.00	1850.00	1950.00

46	8 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	1800.00	1900.00	2000.00
47	10 inch backflow assembly (Double Check) Initial testing, major repair, retest and certification	Ea	1900.00	2000.00	2100.00
48	10 inch backflow assembly (Reduced Pressure Principle) Initial testing, major repair, retest and certification	Ea	2000.00	2100.00	2200.00
49	½ inch backflow assembly (Double Check) Replace, test and certification	Ea	900.00	1000.00	1100.00

50	½ inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	950.00	1050.00	1150.00
51	¾ inch backflow assembly (Double Check) Replace, test and certification	Ea	1050.00	1200.00	1350.00
52	¾ inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	1200.00	1350.00	1500.00
53	1 inch backflow assembly (Double Check) Replace, test and certification	Ea	1350.00	1500.00	1650.00
54	1 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	1500.00	1650.00	1800.00
55	2 inch backflow assembly (Double Check) Replace, test and certification	Ea	1600.00	1700.00	1800.00
56	2 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	2400.00	2600.00	2800.00

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57	3 inch backflow assembly (Double Check) Replace, test and certification	Ea	2800.00	3200.00	3600.00
58	3 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	4500.00	4750.00	5000.00
59	4 inch backflow assembly (Double Check) Replace, test and certification	Ea	3200.00	3600.00	4000.00
60	4 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	5000.00	5250.00	5500.00
61	6 inch backflow assembly (Double Check) Replace, test and certification	Ea	4500.00	5000.00	5500.00

62	6 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	8250.00	8500.00	9000.00
63	8 inch backflow assembly (Double Check) Replace, test and certification	Ea	7500.00	8000.00	8500.00
64	8 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	13,000.00	15,000.00	17,000.00
65	10 inch backflow assembly (Double Check) Replace, test and certification	Ea	9000.00	9500.00	10,000.00
66	10 inch backflow assembly (Reduced Pressure Principle) Replace, test and certification	Ea	17,000.00	18,500.00	20,000.00
67	2 ½ inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	5000.00	5300.00	5600.00

68	3 inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	5500.00	6000.00	6500.00
69	4 inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	6000.00	6500.00	7000.00
70	6 inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	7500.00	8000.00	8500.00
71	8 inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	11,000.00	12,000.00	13,000.00
72	10 inch backflow assembly (Double Detector Check) Replace, test and certification	Ea	16,000.00	18,000.00	20,000.00
73	¾ inch ball valve Replace, test and certification	Ea	350.00	375.00	400.00
74	1 inch ball valve Replace, test and certification	Ea	425.00	450.00	475.00
75	1 ½ inch ball valve Replace, test and certification	Ea	500.00	550.00	600.00
76	2 inch ball valve Replace, test and certification	Ea	600.00	650.00	700.00
77	2 ½ inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	1000.00	1100.00	1200.00
78	2 ½ inch shut-off valve (OS&Y) Replace, test and certification	Ea	1100.00	1200.00	1300.00
79	3 inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	1400.00	1600.00	1800.00
80	3 inch shut-off valve (OS&Y) Replace, test and certification	Ea	1600.00	1800.00	2000.00

81	4 inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	1800.00	2000.00	2200.00
82	4 inch shut-off valve (OS&Y) Replace, test and certification	Ea	2000.00	2200.00	2400.00
83	6 inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	2200.00	2400.00	2600.00
84	6 inch shut-off valve (OS&Y) Replace, test and certification	Ea	2400.00	2600.00	2800.00
85	8 inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	2600.00	2800.00	3000.00
86	8 inch shut-off valve (OS&Y) Replace, test and certification	Ea	2800.00	3000.00	3200.00
87	10 inch shut-off valve (Non-Rising Stem) Replace, test and certification	Ea	3500.00	3750.00	4000.00
88	10 inch shut-off valve (OS&Y) Replace, test and certification	Ea	3750.00	4000.00	4250.00
89	Guard Shack Econo-Cage to fit 1" backflow assembly	Ea	900.00	1100.00	1300.00
90	Guard Shack EncPad to fit 1" backflow assembly cage	Ea	1700.00	2000.00	2300.00
91	Guard Shack Econo-Cage to fit 2" backflow assembly	Ea	1500.00	1750.00	2000.00
92	Guard Shack EncPad to fit 2" backflow assembly cage	Ea	2000.00	2300.00	2600.00
			\$ 205,850.00	\$ 224,500.00	\$ 243,400.00
TOTAL OF ALL CONTRACT UNIT PRICES YEAR 1 + YEAR 2 + YEAR 3 (BID PRICE)			\$ 673,750.00		

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Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 673,750.00

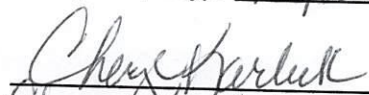
BID PRICE IN WORDS: Six hundred seventy three thousand, seven hundred fifty dollars

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 4-9-21
#03 _____

Addendum: Date Received:
#02 _____
#04 _____

Bidder's Name (Company): Aqua Tech Services Inc

Signature: 
Print: Cheryl Karkuk

Title: President
Date: 4-21-21

Signature: 
Print: Martin Lee

Title: Vice President
Date: 4-21-21

EXHIBIT B

SPECIAL PROVISIONS

1000-1 SCOPE OF WORK

The Contractor shall provide the necessary equipment, materials, parts and labor to conduct tests and certify backflow assemblies at various locations throughout the City.

The scope of work shall include, but not be limited to:

1. Contractor shall conduct tests and certify backflow assemblies as directed by the City.
2. Contractor shall deliver a completed certificate to the City for each completed test and certification.
3. Should a backflow assembly not pass the testing procedure, then the backflow assembly will be cleaned, repaired, or replaced, and a final test and certification with results will be delivered to the City.
4. Contractor shall replace backflow assemblies as directed by the City. Backflow assemblies that are replaced will be the same size and type as existing assembly.
5. Install protective cages where required at the direction of the City. Cages are to be made of metal and coated to protect against the elements.
6. Each month City will issue to Contractor a list of devices to be repaired, replaced, tested or maintained. Contractor will have fourteen (14) Working Days to complete the issued Work.

1000-2 PAYMENT

All work will be pre-approved the Project Manager prior to starting work. Parts will be reimbursed at cost plus not to exceed 10% for material handling and Contractor is required to itemize supplies within the. The proposal must include all materials, labor, and taxes. Contractor is required to itemize the number of hours it will take for completion of the work. A separate invoice is required for each approved item issued pursuant to the Contract.

Contractor shall only invoice for time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless approved by the Project Manager and included in the proposal.

AGREEMENT A-8331 TO AQUA TECH SERVICES, INC. FOR ON-CALL BACKFLOW ASSEMBLIES TESTING, MAINTENANCE, REPAIR, AND REPLACEMENT SERVICES PW 21-70

Public Works and Transportation Committee
May 11, 2021

Omar Castro
Water Division Manager

That the Public Works and Transportation Committee recommend that the City Council award and authorize the Mayor to execute Agreement A-8331 with Aqua Tech Services, Inc. in the amount of \$240,000 for a three-year term ending June 1, 2024, for on-call backflow assemblies testing, maintenance, repair and replacement services (PW 21-70).

- Backflow prevention devices are used to protect potable water supplies from contamination or pollution due to backflow
- As a public water system, the Water Division is required to follow the cross connection protection mandates under Title 17 of the Safe Drinking Water Act which specifies that all backflow devices be tested
- The Water Division manages approximately 10,600 backflow devices throughout the City and currently only has one (1) senior backflow specialist, necessitating the need for an outside vendor to assist with testing in order to meet the State's requirements
- The current agreement with AquaTech Services, Inc. will expire on June 1, 2021

- All work will be pre-approved by the Project Manager before any work can be performed
- Each month the City will issue a list of devices to be repaired, replaced, tested or maintained
- The notice inviting formal bids (NIFB) for PW 21-70 backflow services was published on March 25, 2021, and all bids were due on April 21, 2021
- The City received the following bid:

AquaTech Services, Inc.: \$673,750

- The only bidder is AquaTech Services, Inc.
- Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, checked that all City business licenses are current, and verified registration with the State of California Department of Industrial Relations (DIR)

- The total cost for this three-year agreement with Aqua Tech Services, Inc. for on-call backflow assemblies testing, maintenance, repair and replacement services is \$240,000 through June 1, 2024
- The spending plan for FY 2020-21 is \$6,000
- Costs will be funded with existing appropriations from the Security and Contamination Prevention Fund 608
- Estimated costs for subsequent fiscal years will be requested during the annual budget process

Consulting Services Spending Plan				
FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Total
\$6,000	\$80,000	\$80,000	\$74,000	\$240,000



QUESTIONS