

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 25, 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. CONSENT AGENDA

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. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the January 26, 2021 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Award Agreement A-8316 to The Groundskeeper, Inc. for Landscape Maintenance Services for Various Locations.

RECOMMENDATION: That the Public Works and Transportation Committee recommends that the City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8316 with The Groundskeeper, Inc. for a total value of \$550,000 for a three-year term ending June 30, 2024 to provide landscape maintenance services at various locations throughout the City.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/x6-Rk0x_dYc

Contact: Craig Beck, (805) 385-8055

2. Public Works Department

SUBJECT: First Amendment to Agreement A-8221 with Big Truck Rental, LLC for Rental of Refuse Collection Trucks for the Environmental Resources Division.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Rental Agreement A-8221 with Big Truck Rental, LLC, in the amount of \$621,600 for a new total not to exceed \$1,243,200, and to extend the term to June 30, 2022, for the rental of refuse collection trucks.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/zIgxvWKl9k0>

Contact: Craig Beck, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS & TRANSPORTATION COMMITTEE
Regular Meeting
JANUARY 26, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:33 p.m., Chair Bert Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Bert Perello and Member Vianey Lopez were present via videoconference. Member John Zaragoza was present in person.

Staff members present were Paul Earley, Assistant City Attorney; Alex Nguyen, City Manager; and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, City Engineer; and Juanita Guzman, Administrative Services Manager.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments were received.

C. CONSENT AGENDA

None.

D. REPORTS

1. Public Works Department

SUBJECT: Amendments to General On-Call Geotechnical Soils and Material Testing and Laboratory Services and Inspection Services.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council authorize the Mayor to execute the following Amendments for general on-call geotechnical soils and material testing, laboratory services and inspection services:

1. First Amendment to Agreement A-8078 with Fugro USA Land, Inc., to increase the contract by \$100,000 for a new contract value amount of \$350,000 and extend the term date to December 31, 2021;
2. First Amendment to Agreement A-8079 with Leighton Consulting, Inc., to increase the contract by \$100,000 for a new contract value amount of \$350,000 with a term date of December 31, 2021; and
3. First Amendment to Agreement 8256-18-PW with Twining, Inc., to increase the contract by \$100,000 for a new contract value amount of \$350,000 with a term

date of December 31, 2021.

Tatiana Arnout, City Engineer, was available to answer Committee questions. No public comments were received. Discussion ensued among the Committee and staff.

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

2. Public Works Department

SUBJECT: Amendments to On-Call Professional Services Agreements.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute the following Amendments for on-call engineering and construction management services, including for example for Campus Park Activation and Central Park Fountain Control Room Renovation Projects as well as several Water and Wastewater capital improvement projects:

1. First Amendment to Agreement A-8154 with Kennedy/Jenks Consultants, Inc. to increase the contract by \$400,000 for a new contract value amount of \$1,150,000 with a term date of September 3, 2022; and
2. Fourth Amendment to Agreement 8231-18-PW with M6 Consulting Inc. to increase the contract by \$200,000 for a new contract value amount of \$650,000 and extend the term to February 28, 2022.

Staff was available to answer Committee questions. No public comments were received. Discussion ensued among the Committee and staff.

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

3. City Manager Department

SUBJECT: Committee Scoping of Council's 2021–2025 Five-Year Priorities.

RECOMMENDATION: That the Public Works and Transportation Committee scope, through the lens of the Committee's subject areas, the parameters for the upcoming Council priorities discussion.

Alex Nguyen, City Manager, was available to answer Committee questions. No public comments were received. Discussion ensued among the Committee and staff.

No action taken, discussion only.

E. ITEMS FOR FUTURE AGENDAS

No requests were made.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:37 p.m.

ROSE CHAPARRO
City Clerk

BERT PERELLO
Chair

DRAFT



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.1**

DATE: May 25, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Award Agreement A-8316 to The Groundskeeper, Inc. for Landscape Maintenance Services for Various Locations.

RECOMMENDATION

That the Public Works and Transportation Committee recommends that the City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8316 with The Groundskeeper, Inc. for a total value of \$550,000 for a three-year term ending June 30, 2024 to provide landscape maintenance services at various locations throughout the City.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/x6-Rk0x_dYc

BACKGROUND

The City has several locations that require landscape maintenance services and are contracted out. The current landscape maintenance services agreement with Natural Green Landscape Inc., will expire on June 30, 2021.

On February 4, 2021, the City issued a request for bids (RFB) No. PW 21-56 for Landscape Maintenance Services at the following locations:

Table 1.

#	Name	Location
1	Blending Station No. 4	3637 N. Rose Ave.
2	Blending Station No. 3	1700 Solar Dr
3	Del Norte Recycling and Transfer Station	111 Del Norte Blvd
4	Sturgis Annex (Police)	3001 Sturgis Rd.
5	Water Campus	251 S. Hayes Ave.
6	Oxnard Transportation Center	201 E. Fourth St.

7	Blending Station No. 2	1061 Richmond Ave.
8	Oxnard Wastewater Treatment Plant	6001 S. Perkins Rd.
9	Advanced Water Purification Facility	5700 S. Perkins Rd.
10	Blending Station No. 5	980 E. Pleasant Valley Rd
	As-needed	
11	Vacant Dirt Lot	Corner of Del Norte and Fifth St.

DISCUSSION

The bid included rates for monthly routine landscaping services for respective locations, excluding as-needed requests such as vacant lots, plant replacement, plant removal, etc. which are not maintained on a monthly basis, but can be requested on a time and material basis under this agreement as deemed necessary by staff. The City received two (2) responsive bids by the February 26, 2021 closing date:

1. **The Groundskeeper, Inc.**
2. **Garcia's Landscaping Maintenance Services, Inc.**

The Groundskeeper, Inc., was selected as the lowest responsible and responsive bid. On March 8, 2021, the "award notice" was posted on the Public Purchase website. The Groundskeeper, Inc. 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.

The Groundskeeper, Inc. will provide routine landscape maintenance services to the twelve (12) locations listed in **Table 1** at different frequencies based on the needs of the facility. As needed and directed by the City, The Groundskeeper, Inc. will also provide additional landscaping services at the facilities to ensure facilities are properly maintained. These services include but are not limited to additional landscaping clean up and removal, replacement of existing plantings and modifications to planting beds. These additional services will be utilized only as funding is available and the City deems it in the best interest of that location to ensure appearance and public access is maintained. The additional services may also include unforeseen circumstances that may arise.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of this three (3) year agreement with The Groundskeeper Inc. through June 30, 2024 shall not exceed \$550,000 for routine maintenance and will be divided accordingly among each division per fiscal year. The spending plan has been included in the proposed budget for Fiscal Year 2021-22. The remaining agreement balance will be requested in subsequent fiscal years through the annual budget process. The only impact to the General fund is \$4,260 annually for the Police Department Sturgis Annex location. Funding from

Other-Variou accounts will be identified and reviewed prior to work commencing via requests to encumber funds.

Division/Account	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Water – 601-6010-842-82-09	\$30,180	\$30,180	\$30,180	\$90,540
OWTP – 621-6205-842-82-09	35,640	35,640	35,640	106,920
AWPF – 601-6012-842-82-09	10,680	10,680	10,680	32,040
ER – 631-6301-842-82-09	30,840	30,840	30,840	92,520
OPD – 101-2101-802-82-09	4,260	4,260	4,260	12,780
OTC – 213-3110-803-82-09	35,640	35,640	35,640	106,920
Other – Various	36,093	36,093	36,093	108,280
TOTAL	\$183,333	\$183,333	\$183,333	\$550,000

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Agreement A-8316 The Groundskeeper
2. The Groundskeeper, Inc. Bid
3. Presentation

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2021
- (2) Vendor: The Groundskeeper, Inc.
- (3) Services: Landscape Maintenance for Various Locations
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date.
- (5) Agreement Ending Date: June 30, 2024
- (6) Total Agreement Amount: \$550,000
- (7) City's Project Manager: Brian Yanez, Assistant Public Works Director
- (8) Vendor's Project Manager: Harry Avedissian, President
- (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:

P.O Box 3402
Camarillo, CA 93011
Attn: Harry Avedissian

FOR CITY:

305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Brian Yanez, Assistance Public Works Director

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

info@groundskeepervc.com

CITY'S PROJECT MANAGER:

brian.yanez@oxnard.org

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

- ☒ Scope of Work, Scope of Services and General Requirements Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Living Wage Policy Exhibit
- ☒ Prevailing Wages Exhibit
- ☒ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

15. Hold Harmless, Defense and Indemnity.

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 \$16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

THE GROUNDSKEEPER, INC.

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

Harry Avedissian 3/24/21
 Harry Avedissian, President² Date

Marci Avedissian 3/24/21
 Marci Avedissian, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:

for 3/29/21
 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.

SCOPE OF WORK, SCOPE OF SERVICES AND GENERAL REQUIREMENTS EXHIBIT

1.0 SCOPE OF WORK

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

1.1 Workforce

Contactors shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

1.2 Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

1. Safety Data Sheet (SDS)
2. Product Specimen Label
3. Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance.

1.3 Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. Please provide evidence of certification.
6. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

1.4 Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

1.5 Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

1.6 Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

1.7 Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager of each Operation and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew daily assignments, specifying the facilities which are to be serviced each day of the week.

1.8 Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

2.0 SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility, including paved parking which is not "on-street parking" (that is, street parking in front of a City building), drive ways, drop off areas and parking, 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 Vendor's expense. Litter/debris pick up and removal shall be done on weekly basis and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed. Special emphasis on the Del Norte facility as this is a Waste Transfer Station and Litter is more prominent.

B. Irrigation

Irrigation shall be performed as required to maintain proper plant growth in all areas. 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. An irrigation schedule of all areas shall be submitted to and approved in advance by the Project Manager of each Operation quarterly in January, April, July and October. The City reserves the right to require Vendor to change the watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by Vendor. Vendor shall keep in mind water management and conservation efforts within the State of California.

Vendor shall be responsible for the maintenance and/or replacement of all irrigation systems and their parts. Included in the system are: electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, drains and drain pipes and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise approved by the Project Manager of each Operation. All other irrigation replacement shall be subject to approval by the Project Manager of each Operation. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. Vendor shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at Vendor's expense. All irrigation controllers shall be turned off during periods of rain by Vendor, turned on and reprogrammed at the completion of each rainy day.

C. Fertilization

All turf grass shall be fertilized by Vendor six times a year (July, September, November, January, March, May) on a schedule to be approved by the Project Manager of each Operation. All shrubbery and groundcover shall be fertilized three times a year (October, March and June). Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of the application by Vendor. Such notification will be subject to approval by the Project Manager of each Operation.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/groundcover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet. Any deviation from this schedule requires the written approval of the Project Manager of each Operation. Vendor may be required to deviate from this schedule upon written notification by Project Manager of each Operation.

All palm trees shall be fertilized using a combination of blood meal and Agriform (slow release) tablets. Every four months (May, September, January), eight holes which are 2 inches in diameter by 12 inches deep shall be uniformly located around the base of the palm trees, filled with blood meal, then completely

watered in. Once per year (April), six holes which are 3 inches in diameter by 18 inches deep shall be uniformly located around base of palm tree, one Agriform tablet placed inside, then completely watered in.

D. Soil Aerification

Vendor shall be responsible for soil aerification for all turf grass area two times per year, in October and May. Aerification shall be done with a power-driven aerifier using ½-inch coring line. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of aerification commencement.

E. Thatch Removal

Vendor shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. 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 Vendor's expense. The October thatch removal shall precede the October aerification process. This verticutting shall be performed on all turf areas.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager of each Operation prior to application. Vendor shall notify the Project Manager of each Operation three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager of each Operation a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals.

G. Kikuyu Abatement Program

A Kikuyu Abatement Program shall be established by Vendor in accordance with guidelines set forth by the University of California Cooperative Extension Program.

H. Weed Control

All turf grass areas shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager of each Operation.

All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager of each Operation.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, buildings and structures, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager of each Operation.

I. Weed Abatement – THIS IS AN “ON-CALL/AS-NEEDED” SERVICE AND ONLY PERTAINS TO VACANT DIRT LOTS

Disk harrow work shall be completed so that all weeds, grass, crops or other vegetation or organic material which could be expected to burn, shall be substantially turned under so there is insufficient fuel to sustain or allow the spread of fire.

Removal of additional weeds along fence lines, curbs and gutters may have to be done by hand or mowing operations.

Mowing shall be completed so that weeds, grass or other vegetation or organic material which could be expected to burn is cut to a height of not more than three (3) inches.

Immediately prior to the commencement of work on each assigned parcel, the Vendor shall digitally photograph said parcel, producing colored photographs with the minimum dimensions of four (4) by six (6) inches. Said photographs shall show parcel identification number, date photographs were taken and weeks or debris to be abated. A minimum of five (5) photographs shall be taken to adequately show the condition of the parcel. All photographs shall be taken from a recognizable reference point.

Upon completion of the cleaning of the assigned parcel, Vendor shall take a minimum five (5) digital photographs of the assigned parcel, using the same reference point-to-point as used in taking the photographs required in above paragraph. Photographs shall also include parcel identification number and the date photographs were taken.

Vendor shall keep these specified photographs and shall have the photographs available for inspection at all times.

After completion of the abatement of assigned parcels, Vendor shall have ten (10) days to transmit the specified photographs along with the billing invoices for the work performed. Failure to forward both the photographs and invoices in the time allotted will result in nonpayment.

Weed abatement services are to be performed during business hours Monday through Saturday from 8:00 a.m. to 5:00 p.m. on an on-call/as needed basis as deemed by the Operations Manager. Del Norte is closed on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

J. Vertebrate Control

A gopher problem is to be addressed daily until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager of each Operation for approval. All other vertebrate pest problems shall be handled on a case by case basis.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager of each Operation. Pruning shall be done 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. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done 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 approved by the Project Manager of each Operation. Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager of each Operation. Mowing shall occur once a week. All turf grass shall be edged along sidewalks and 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 of each Operation. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager of each Operation.

M. Tree Maintenance

Vendor shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Vendor shall follow the attached tree staking detail (Attachment 2). Vendor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. Vendor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract.

Street trees are to be maintained with a three (3) foot basin covered with three (3) inches- five (5) inches of mulch. Mulch shall not contact the base of the tree.

Dead or dying palm fronds, fruit clusters and other vegetation from the trunks of all palms shall be removed and disposed of on a once per week basis. Dead or dying palm fronds, fruit clusters and other vegetation from the trunks of all palms shall be removed/pruned such that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk.

Vendor shall be responsible for all current and future trees planted.

N. Landscape Replacement

Landscape areas which fail to perform well and which are not the result of Vendor or his maintenance/horticultural practices shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and submitted in writing to the Project Manager of each Operation or his representative for review and authorization for replanting. When authorized by the Project Manager of each Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

O. As Needed Tasks

Items such as the following may be required above and beyond routine tasks: mulch installation/replacement, litter/debris control, irrigation, weed control, vertebrate control, pruning and edging of shrubs, flowers and groundcovers, mowing and edging of turf, tree maintenance and landscape replacement. When authorized by the Project Manager this Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti

Vendor shall repair, remove, replace or otherwise correct items affected by vandalism, theft or graffiti. Such items for repair, removal, replacement or other corrective measures resulting from vandalism, theft, and graffiti include but are not be limited to: shrubs, trees, vines, turf, groundcovers, irrigation controllers, remote control valves, valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

Q. Storm Damage

Vendor shall correct and repair all storm damage incurred throughout the year by trees, shrubs, mud on sidewalks/gutters/etc.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours. Vendor shall have sufficient staff available to respond to emergencies such as emergency tree work, on-site water main break and irrigation failure.

U. Warranties

Vendor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one year from date of installation and all replacement shrubs and groundcovers for a period of 120 days from date of installation.

V. Daily Work Tickets

Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of

delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

3.0 GENERAL REQUIREMENTS

3.1 Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

3.2 Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

3.3 Employee Conduct

Employees of Vendor while performing work under this contract will not:

- Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
- Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
- Engage in horseplay or loud boisterous behavior.
- Be under the influence of alcohol or drugs.
- Gamble.
- Smoke in any building.
- Use any City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire, or need of law enforcement (dial 911).
- Have access to City buildings, including restrooms, with the exception to sign in and out as required by the site.
- Take extended breaks while at City facilities

3.4 Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

3.5 Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

3.6 Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

3.7 Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

3.8 Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

3.9 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the City's requirements. No minimum is guaranteed.

3.10 Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

3.11 Invoicing

Separate invoices shall be provided for each operation. Each invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour

- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Eight (8) invoices will be provided as follows:

1. Water Operations – Water Campus and Blending Stations Nos. 2, 3, 4 and 5
2. Water Operations – Vacant Lot located at 167 S. Hayes Avenue
3. Recycled Water Operations – Advanced Water Purification Facility
4. Wastewater Operations – Wastewater Treatment Plant
5. Environmental Resources – Del Norte Regional Recycling and Transfer Station
6. Environmental Resources – Vacant Dirt Lot on corner of Del Norte and Fifth Street
7. Oxnard Transit Center
8. Oxnard Police Department Sturgis Annex

RATES AND COSTS EXHIBIT

LOCATION	ADDRESS	FREQUENCY	SECTIONS	Monthly Cost
1. Water Campus	251 S. Hayes Ave	Bi-Weekly	A B C E H K M N O P Q R S T U	\$1,090.00
2. Water Division Vacant Lot	167 S. Hayes Ave	On-call/As needed	Section I only	\$430.00
3. Wastewater Treatment Plant	6001 Perkins Rd	Once a week	A B C D E F H J K L M N O P Q R S T U	\$2,970.00
4. Advanced Water Purification Facility (AWPF)	5700 Perkins Rd	Bi-Weekly	A B C D E F H J K L M N O P Q R S T U	\$890.00
5. Blending Station No. 2	1061 Richmond Ave	Once a month	A F H O S T	\$110.00
6. Blending Station No. 3	1700 Solar Dr	Bi-Weekly	A B C F H K M N O P Q R S T U	\$775.00
7. Blending Station No. 4	3637 N. Rose Ave	Once a month	A B C F H K M N O P Q R S T U	\$250.00
8. Blending Station No. 5	980 E. Pleasant Valley Rd	Bi-Weekly	A B C F H K M N O P Q R S T U	\$290.00
9. Oxnard Police Dept. Sturgis Annex	3001 Sturgis Rd	Bi-Weekly	A B C D E F G H J K L M N O P Q R S T U	\$355.00
10. Oxnard Transit Center (OTC)	201 E. Fourth St	Twice per week	A B C D E F G H J K L M N O P Q R S T U	\$2,970.00
11. Del Norte Recycling & Transfer Station	111 Del Norte Bl	Once a week	A B C D E F G H J K L M N O P Q R S T U	\$2,570.00
12. Vacant Dirt Lot	Del Norte/Fifth St	On-call/As needed	Section I only	\$1,925.00
13. Hourly Rate	Various	On-call/As needed	N, O	\$45/hr
14. Material mark- up	Various	On-call/As needed	N, O	20%

***For Sections column above, please refer to 11.0 Scope of Services**

****Bi-Weekly is defined as occurring once during a two week period**

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 \$16.19 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, 2019**

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 **\$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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.

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT		SUBMIT IN DUPLICATE							
FOR THE CITY OF OXNARD (the "City")		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 Telephone: _____		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____							
TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		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 _____							
☐ Claims Made Retroactive Date _____ ☐ Occurrence		OTHER PROVISIONS Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____							
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; text-align: center;">EACH OCCURRENCE</th> <th style="width: 50%; text-align: center;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </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: 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. 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 Commercial General Liability Coverage, "occurrence" form CG0001; or - 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 _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim _____ (which)**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ 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:

- 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****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____



City of Oxnard
Request for Bid
PW21-56

**LANDSCAPE MAINTENANCE SERVICES
FOR VARIOUS LOCATIONS**

Bid Close Date: **February 26, 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.

2.0 MANDATORY PRE-BID MEETING AND SITE VISIT

There will be a **MANDATORY** pre-bid meeting, followed by site visits to locations listed below, both of which will be held on February 12, 2021 at 9:00 a.m. beginning at the City of Oxnard Blending Station #3, located at 1700 Solar Drive, Oxnard, CA 93030. Please contact Patricia Garcia on this date only at (805) 385-7538 if you require further information on the locations below.

Site visits will follow in the order below:

1. Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036
2. Del Norte Recycling and Transfer Station, 111 Del Norte Blvd, Oxnard, CA 93030
3. Oxnard Police Department Sturgis Annex, 3001 Sturgis Road, Oxnard, CA 93030
4. Water Campus, 251 S. Hayes Avenue, Oxnard, CA 93030
5. Oxnard Transit Center (OTC), 201 E. Fourth Street, Oxnard, CA 93030
6. Oxnard Police Department Headquarter, 251 S. C Street Oxnard, CA 93030
7. Wastewater Treatment Plant, 6001 S. Perkins Road, Oxnard, CA 93033
8. Advance Water Purification Facility (AWPF), 5700 S. Perkins Road, Oxnard, CA 93033

All other locations are open sites and can be visited at your own discretion. If you have any questions regarding the vacant lots or blending stations not listed above, please inform staff at the pre-bid meeting or on Public Purchase. Area photos of all locations are located with the bid documents in Public Purchase.

3.0 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.

4.0 PREPARATION OF BID

4.1 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.

4.2 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.

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

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

5.0 FORMAT

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

6.0 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: Corporation

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

- i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. BIDDER'S RESPONSE: N/A

BIDDER'S RESPONSE:

Organizational Chart

The Groundskeeper, Inc. strives to develop an organization that prides itself on providing quality commercial and industrial landscape services. In doing so, the company seeks to build the individual character of each employee, thus allowing for the best professional landscape service possible.

Management Team

The Groundskeeper, Inc.'s management team consist of the following:

1. President Harry Avedissian
2. Vice President..... Marci Avedissian
3. Treasurer Harry Avedissian
4. Foreman Operations..... Baltazar Maldonado
5. Account Manager..... Harry Avedissian
6. Irrigation Foremen..... Francisco Pelayo/ Luis Rosete
7. Mechanic/ Equipment Technician..... Noe Preciado
8. Bookkeeper and Office Administrator..... Tana Seufert
9. Administrative Assistant..... Carla Mena

The Groundskeeper, Inc. was started by Harry Avedissian in July 1985. Previously a partner with Commercial Grounds Maintenance, a larger landscape maintenance firm from 1981-1985. The Groundskeeper, In. was incorporated in July, 1994. With 36 years of experience in landscape service business, Harry Avedissian is currently the President.

PRESIDENT/TREASURER'S RESPONSIBILITIES:

- A) Seeing that there is adequate funds/budgeting.
- B) Seeing existing customers and marketing new business.
- C) Making decisions concerning equipment purchases and supplies.
- D) Future planning and organization.

FOREMAN OPERATIONS: BALTAZAR MALDONADO

Having acquired skills in horticulture from working in a nursery that grew and cared for roses for seven years, Baltazar Maldonado, understands care and maintenance of plants. As the foreman of The Groundskeeper, Inc. these past 36 years, he has developed the necessary knowledge and experience in the proper operations of a landscape maintenance business. He is capable to install irrigation systems, plant large trees and equipment operations and care. Baltazar has taken courses in management skills, small engine repairs and irrigation installation and care.

SUPERVISOR'S RESPONSIBILITIES:

- A) Supervises daily field performance of the crews.
- B) Quality control and sets up the crew's routes.
- C) Irrigation repairs and minor equipment repair.

ii. ***BIDDER'S RESPONSE:*** Since 1985- 36 years



iii. **BIDDER'S RESPONSE:** 2861 Sherwin Ave, Ventura CA 93003

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

BIDDER'S RESPONSE: N/A

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

BIDDER'S RESPONSE: N/A

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

BIDDER'S RESPONSE: Harry Avedissian, President

F. Credentials/Resumes/Certifications/Licenses:

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

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

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

i. **BIDDER'S RESPONSE:** Please see below

ii. **BIDDER'S RESPONSE:** Please see below

iii. **BIDDER'S RESPONSE:** Please see below

iv. **BIDDER'S RESPONSE:** Please see below



City of Oxnard
Purchasing Department

Solicitation 21-56
Bid Close Date: 02/26/20

v. BIDDER'S RESPONSE:	Please see below
------------------------------	------------------

vi. BIDDER'S RESPONSE:	Please see below
-------------------------------	------------------

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

THE GROUNDSKEEPER, INC.
QUALIFICATIONS OF LEAD PERSONNEL AND SUPPORTING PERSONNEL

Harry Avedissian – Owner
License#89713

DPR-QAC

Harry Avedissian is the owner and operator of The Groundskeeper, Inc. a full-service landscape maintenance company. Formed in 1985 in Ventura, California, the company has been in operation for 36 years. The vision of the organization is to provide professional landscape maintenance based around personal customer relations. During these many years in service, The Groundskeeper, Inc. has provided the highest level of satisfaction to customers throughout Ventura County.

President Harry Avedissian has 38 years of landscape maintenance experience. With his leadership and extensive work experience, in addition to being a former educator, he has developed the expertise necessary to direct the business and to manage large properties.

The Groundskeeper has and does provide large scale landscape maintenance services. One of our service contracts has included Oxnard Union High School, which required regular mowing for all of their high school sites. We also provide ongoing services to Ventura County School facilities, Pleasant Valley School District, and large commercial and industrial facilities throughout Ventura County. We are a locally owned and operated business.

Contractors State License Board- License #729273

Baltazar Maldonado – Operations Foreman
License#122739

DPR-QAC

Balta Maldonado has been our foreman these past 36 years. Having acquired horticulture training initially in the nursery industry doing propagation, maintenance, and pest control work. As our foreman/supervisor, he has taken multiple landscape maintenance, installation, and irrigation courses. He is well versed in all aspects of landscape installation, maintenance and overall landscape care. He has the management skills to oversee daily operations. He holds a pest control license and has extensive landscape irrigation training and expertise.

Luis Rosete - Irrigation Technician

Luis Rosete has been employed in the landscape maintenance field for the past 15 years. He has extensive experience in all irrigation matters from time clock installation to sprinkler repairs. He has been employed with us for the past 12 years.



Francisco Pelayo – Irrigation Technician

Francisco Pelayo has received his irrigation technician certificate from Camrose Water Training Program. He has been in the landscape maintenance and irrigation field for the past 20 years.

Jesus Rios – Landscape Foreman

DPR-QAC

License#122761

Jesus Rios oversees our landscape installation operations. He has been working in the landscape field for the past 10 years. He holds a pest control license and oversees our pest control program and our safety program. He is bilingual.

CITY INFORMATION

7.0 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.

8.0 BACKGROUND INFORMATION

The City of Oxnard is requesting bids from experienced Contractors to provide Landscape Maintenance Services at thirteen City facilities throughout Oxnard. These landscapes range from water-wise gardens to corporate style frontage landscapes.

The Landscape Maintenance contractor shall familiarize themselves with the locations and exhibits provided to fully understand the needs and requirements of the site's maintenance requirements. The staff utilized to perform landscape work at the City of Oxnard premises must be competent in maintenance techniques of drought tolerant and landscapes. The landscape Contractor shall furnish all labor, equipment, tools, maintenance services, and special skills required to perform maintenance duties as specified in this Request for Bid (RFB).

The landscape Contractor will provide a sufficient quantity of tools needed to equip the work force. City of Oxnard will not loan tools to the landscape contractor and will not provide tool storage; therefore, the contractor must remove all tools and equipment at the end of the workday.

Tools and equipment will be operated in a safe and responsible manner, and maintained according to manufacturer specifications, to ensure worker safety and the safety of the public and City of Oxnard personnel. The bid will include all landscaping areas as detailed in attached exhibits.

9.0 SERVICE DESCRIPTION

Contractor to provide Landscape Maintenance Services to the following 13 locations along with their frequency details:

- Water Campus, 251 South Hayes Avenue, Oxnard, CA 93030 – **Bi-Weekly***
- Water Division Vacant Lot, 167 South Hayes, Oxnard, CA 93030 – **Please see “Section I. Weed Abatement” only for this location. – On-Call / As Needed**
- Wastewater Treatment Plan, 6001 South Perkins Road, Oxnard, CA 93033 – **Once per week and three days a week Pricing requested**
- Advanced Water Purification Facility, 5700 South Perkins Road, Oxnard, CA 93033 – **Bi-Weekly***
- Blending Station No. 2, 1061 Richmond Ave, Oxnard, CA 93030 – **Once a month**
- Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036 – **Bi-Weekly***
- Blending Station No. 4, 3637 North Rose Ave, Oxnard, CA 93036 – **Once a month**
- Blending Station No. 5, 980 East Pleasant Valley Road, Oxnard, CA 93033 – **Bi-Weekly***
- Oxnard Police Department Sturgis Annex, 3001 Sturgis Road, Oxnard, CA 93030 – **Bi-Weekly* and Monthly Pricing requested**
- Oxnard Police Department Headquarter, 251 S. C Street, Oxnard, CA 93030- **Bi-Weekly* and Monthly Pricing requested**
- Oxnard Transit Center, 201 East Fourth Street, Oxnard, CA 93030 – **Twice per week (one day focused on litter removal and one day on litter removal and landscaping)**
- Del Norte Recycling and Transfer Station, 111 Del Norte Boulevard, Oxnard, CA 93030 – **Once a week**
- Vacant Dirt Lot – Corner of Del Norte and Fifth Street, 111 Del Norte Boulevard, Oxnard, CA 93030 – **Please see “Section I. Weed Abatement” only for this location. – On-Call / As Needed**

***Bi-Weekly is defined as occurring once during a two week period**

10.0 SCOPE OF WORK

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

10.1 Workforce

Contractor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

10.2 Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

1. Safety Data Sheet (SDS)
2. Product Specimen Label
3. Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance.

10.3 Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. Please provide evidence of certification.
6. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

10.4 Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

10.5 Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

10.6 Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

10.7 Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager of each Operation and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew daily assignments, specifying the facilities which are to be serviced each day of the week.

10.8 Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

11.0 SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility, including paved parking which is not "on-street parking" (that is, street parking in front of a City building), drive ways, drop off areas and parking, 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 Vendor's expense. Litter/debris pick up and removal shall be done on weekly basis and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed. Special emphasis on the Del Norte facility as this is a Waste Transfer Station and Litter is more prominent.

B. Irrigation

Irrigation shall be performed as required to maintain proper plant growth in all areas. 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. An irrigation schedule of all areas shall be submitted to and approved in advance by the

Project Manager of each Operation quarterly in January, April, July and October. The City reserves the right to require Vendor to change the watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by Vendor. Vendor shall keep in mind water management and conservation efforts within the State of California.

Vendor shall be responsible for the maintenance and/or replacement of all irrigation systems and their parts. Included in the system are: electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, drains and drain pipes and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise approved by the Project Manager of each Operation. All other irrigation replacement shall be subject to approval by the Project Manager of each Operation. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. Vendor shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at Vendor's expense. All irrigation controllers shall be turned off during periods of rain by Vendor, turned on and reprogrammed at the completion of each rainy day.

C. Fertilization

All turf grass shall be fertilized by Vendor six times a year (July, September, November, January, March, May) on a schedule to be approved by the Project Manager of each Operation. All shrubbery and groundcover shall be fertilized three times a year (October, March and June). Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of the application by Vendor. Such notification will be subject to approval by the Project Manager of each Operation.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/groundcover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet. Any deviation from this schedule requires the written approval of the Project Manager of each Operation. Vendor may be required to deviate from this schedule upon written notification by Project Manager of each Operation.

All palm trees shall be fertilized using a combination of blood meal and Agriform (slow release) tablets. Every four months (May, September, January), eight holes which are 2 inches in diameter by 12 inches deep shall be uniformly located around the base of the palm trees, filled with blood meal, then completely watered in. Once per year (April), six holes which are 3 inches in diameter by 18 inches deep shall be uniformly located around base of palm tree, one Agriform tablet placed inside, then completely watered in.

D. Soil Aerification

Vendor shall be responsible for soil aerification for all turf grass area two times per year, in October and May. Aerification shall be done with a power-driven aerifier using ½-inch coring line. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of aerification commencement.

E. Thatch Removal

Vendor shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. 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 Vendor's expense. The October thatch removal shall precede the October aerification process. This verticutting shall be performed on all turf areas.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager of each Operation prior to application. Vendor shall notify the Project Manager of each Operation three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager of each Operation a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals.

G. Kikuyu Abatement Program

A Kikuyu Abatement Program shall be established by Vendor in accordance with guidelines set forth by the University of California Cooperative Extension Program.

H. Weed Control

All turf grass areas shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager of each Operation.

All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager of each Operation.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, buildings and structures, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager of each Operation.

I. Weed Abatement – **THIS IS AN “ON-CALL/AS-NEEDED” SERVICE AND ONLY PERTAINS TO VACANT DIRT LOTS**

Disk harrow work shall be completed so that all weeds, grass, crops or other vegetation or organic material which could be expected to burn, shall be substantially turned under so there is insufficient fuel to sustain or allow the spread of fire.

Removal of additional weeds along fence lines, curbs and gutters may have to be done by hand or mowing operations.

Mowing shall be completed so that weeds, grass or other vegetation or organic material which could be expected to burn is cut to a height of not more than three (3) inches.

Immediately prior to the commencement of work on each assigned parcel, the Vendor shall digitally photograph said parcel, producing colored photographs with the minimum dimensions of four (4) by six (6) inches. Said photographs shall show parcel identification number, date photographs were taken and weeds or debris to be abated. A minimum of five (5) photographs shall be taken to adequately show the condition of the parcel. All photographs shall be taken from a recognizable reference point.

Upon completion of the cleaning of the assigned parcel, Vendor shall take a minimum five (5) digital photographs of the assigned parcel, using the same reference point-to-point as used in taking the photographs required in above paragraph. Photographs shall also include parcel identification number and the date photographs were taken.

Vendor shall keep these specified photographs and shall have the photographs available for inspection at all times.

After completion of the abatement of assigned parcels, Vendor shall have ten (10) days to transmit the specified photographs along with the billing invoices for the work

performed. Failure to forward both the photographs and invoices in the time allotted will result in nonpayment.

Weed abatement services are to be performed during business hours Monday through Saturday from 8:00 a.m. to 5:00 p.m. on an on-call/as needed basis as deemed by the Operations Manager. Del Norte is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

J. Vertebrate Control

A gopher problem is to be addressed daily until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager of each Operation for approval. All other vertebrate pest problems shall be handled on a case by case basis.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager of each Operation. Pruning shall be done 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. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done 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 approved by the Project Manager of each Operation. Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager of each Operation. Mowing shall occur once a week. All turf grass shall be edged along sidewalks and 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 of each Operation. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager of each Operation.

M. Tree Maintenance

Vendor shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Vendor shall follow the attached tree staking detail (Attachment 2). Vendor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. Vendor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract.

Street trees are to be maintained with a three (3) foot basin covered with three (3) inches-five (5) inches of mulch. Mulch shall not contact the base of the tree.

Dead or dying palm fronds, fruit clusters and other vegetation from the trunks of all palms shall be removed and disposed of on a once per week basis. Dead or dying palm fronds, fruit clusters and other vegetation from the trunks of all palms shall be removed/pruned such that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk.

Vendor shall be responsible for all current and future trees planted.

N. Landscape Replacement

Landscape areas which fail to perform well and which are not the result of Vendor or his maintenance/horticultural practices shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and submitted in writing to the Project Manager of each Operation or his representative for review and authorization for replanting. When authorized by the Project Manager of each Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

O. As Needed Tasks

Items such as the following may be required above and beyond routine tasks: mulch installation/replacement, litter/debris control, irrigation, weed control, vertebrate control, pruning and edging of shrubs, flowers and groundcovers, mowing and edging of turf, tree maintenance and landscape replacement. When authorized by the Project Manager this Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti

Vendor shall repair, remove, replace or otherwise correct items affected by vandalism, theft or graffiti. Such items for repair, removal, replacement or other corrective measures resulting from vandalism, theft, and graffiti include but are not be limited to: shrubs, trees, vines, turf, groundcovers, irrigation controllers, remote control valves, valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

Q. Storm Damage

Vendor shall correct and repair all storm damage incurred throughout the year by trees, shrubs, mud on sidewalks/gutters/etc.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours. Vendor shall have sufficient staff available to respond to emergencies such as emergency tree work, on-site water main break and irrigation failure.

U. Warranties

Vendor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one year from date of installation and all replacement shrubs and groundcovers for a period of 120 days from date of installation.

V. Daily Work Tickets

Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

12.0 GENERAL REQUIREMENTS

12.1 Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or

lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

12.2 Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

12.3 Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Use any City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire, or need of law enforcement (dial 911).
8. Have access to City buildings, including restrooms, with the exception to sign in and out as required by the site.
9. Take extended breaks while at City facilities

12.4 Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

12.5 Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

12.6 Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

12.7 Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

12.8 Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

12.9 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the City's requirements. No minimum is guaranteed.

12.10 Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

12.11 Invoicing

Separate invoices shall be provided for each operation. Each invoice shall include the following:

- Days and dates of services

- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Nine (9) invoices will be provided as follows:

1. Water Operations – Water Campus and Blending Stations Nos. 2, 3, 4 and 5
2. Water Operations – Vacant Lot located at 167 S. Hayes Avenue
3. Recycled Water Operations – Advanced Water Purification Facility
4. Wastewater Operations – Wastewater Treatment Plant
5. Environmental Resources – Del Norte Regional Recycling and Transfer Station
6. Environmental Resources – Vacant Dirt Lot on corner of Del Norte and Fifth Street
7. Oxnard Transit Center
8. Oxnard Police Department Sturgis Annex
9. Oxnard Police Department Headquarters

ATTACHMENT A COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the all 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.

Scheduled Landscape Maintenance

LOCATION	ADDRESS	FREQUENCY	SECTIONS*	Cost	
1. Water Campus	251 S. Hayes Ave	Bi-Weekly**	A B C E H K M N O P Q R S T U V	\$1,090.00	
2. Water Division Vacant Lot	167 S. Hayes Ave	On-call/As needed	Section I only	\$430.00	
3. Wastewater Treatment Plant	6001 Perkins Rd	Pricing needed for Once per week and Three times per week	A B C D E F H J K L M N O P Q R S T U V	Once per Week	Three times per week
				\$2,970.00	\$5,225.00
4. Advanced Water Purification Facility (AWPF)	5700 Perkins Rd	Bi-Weekly**	A B C D E F H J K L M N O P Q R S T U V	\$890.00	
5. Blending Station No. 2	1061 Richmond Ave	Once a month	A F H O S T V	\$110.00	
6. Blending Station No. 3	1700 Solar Dr	Bi-Weekly**	A B C F H K M N O P Q R S T U V	\$775.00	
7. Blending Station No. 4	3637 N. Rose Ave	Once a month	A B C F H K M N O P Q R S T U V	\$250.00	
8. Blending Station No. 5	980 E. Pleasant Valley Rd	Bi-Weekly**	A B C F H K M N O P Q R S T U V	\$290.00	
9. Oxnard Police Dept. Sturgis Annex	3001 Sturgis Rd	Pricing needed for Bi-Weekly** and Monthly	A B C D E F G H J K L M N O P Q R S T U V	Bi-weekly**	Monthly
				\$355.00	\$225.00
10. Oxnard Police Dept. Headquarters	251 S. C St	Pricing needed for Bi-Weekly** and Monthly	A B C D E F G H I J K L M N O P Q R S T U V	Bi-weekly**	Monthly
				\$1,060.00	\$870.00
11. Oxnard Transit Center (OTC)	201 E. Fourth St	Twice per week (one day focused on litter removal and second day focused on landscaping and litter removal)	A B C D E F G H J K L M N O P Q R S T U V	\$2,970.00	
12. Del Norte Recycling & Transfer Station	111 Del Norte Bl	Once a week	A B C D E F G H J K L M N O P Q R S T U V	\$2,570.00	



City of Oxnard
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13. Vacant Dirt Lot	Del Norte/Fifth St	On-call/As needed	Section I only	\$ 1,925.00
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***For Sections column above, please refer to 11.0 Scope of Services beginning on page 9**

****Bi-Weekly is defined as occurring once during a two week period**

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>HA 2/22/21</u>	#03	<u>HA 2/22/21</u>
#02	<u>HA 2/22/21</u>	#04	<u>HA 2/22/21</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.



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ATTACHMENT B
COMPANY INFORMATION

Name of Company: The Groundskeeper, Inc.

Address: P.O. Box 3402, Camarillo, CA 93011

Service to provide: Landscape Maintenance

Main Point of Contact: Harry Avedissian

Fed Tax ID: 77-0406177

City Tax ID: 21-00014124

E-mail: info@groundskeepervc.com Phone: 805-620-0995

6001 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.)

6002 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

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

BIDDER'S RESPONSE:	Please see below
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BIDDER'S RESPONSE:	Please see below
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BIDDER'S RESPONSE:	Please see below
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BIDDER'S RESPONSE:	Please see below
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BIDDER'S RESPONSE: Please see below

BIDDER'S RESPONSE: Please see below

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

THE GROUNDSKEEPER, INC.
QUALIFICATIONS OF LEAD PERSONNEL AND SUPPORTING PERSONNEL

Harry Avedissian – Owner
License#89713

DPR-QAC

Harry Avedissian is the owner and operator of The Groundskeeper, Inc. a full-service landscape maintenance company. Formed in 1985 in Ventura, California, the company has been in operation for 36 years. The vision of the organization is to provide professional landscape maintenance based around personal customer relations. During these many years in service, The Groundskeeper, Inc. has provided the highest level of satisfaction to customers throughout Ventura County.

President Harry Avedissian has 38 years of landscape maintenance experience. With his leadership and extensive work experience, in addition to being a former educator, he has developed the expertise necessary to direct the business and to manage large properties.

The Groundskeeper has and does provide large scale landscape maintenance services. One of our service contracts has included Oxnard Union High School, which required regular mowing for all of their high school sites. We also provide ongoing services to Ventura County School facilities, Pleasant Valley School District, and large commercial and industrial facilities throughout Ventura County. We are a locally owned and operated business.

Contractors State License Board- License #729273

Baltazar Maldonado – Operations Foreman
License#122739

DPR-QAC

Balta Maldonado has been our foreman these past 36 years. Having acquired horticulture training initially in the nursery industry doing propagation, maintenance, and pest control work. As our foreman/supervisor, he has taken multiple landscape maintenance, installation, and irrigation courses. He is well versed in all aspects of landscape installation, maintenance and overall landscape care. He has the management skills to oversee daily operations. He holds a pest control license and has extensive landscape irrigation training and expertise.

Luis Rosete - Irrigation Technician

Luis Rosete has been employed in the landscape maintenance field for the past 15 years. He has extensive experience in all irrigation matters from time clock installation to sprinkler repairs. He has been employed with us for the past 12 years.



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Francisco Pelayo – Irrigation Technician

Francisco Pelayo has received his irrigation technician certificate from Camrose Water Training Program. He has been in the landscape maintenance and irrigation field for the past 20 years.

Jesus Rios – Landscape Foreman

DPR-QAC

License#122761

Jesus Rios oversees our landscape installation operations. He has been working in the landscape field for the past 10 years. He holds a pest control license and oversees our pest control program and our safety program. He is bilingual.

CERTIFICATIONS

I, Harry Avedissian/ President, a duly authorized agent of The Groundskeeper, Inc.

Printed Name of Agent/Officer

Name of Organization

hereby certify that The Groundskeeper, Inc. by submission of this proposal in response to the

Name of Organization

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

Signature:

Date: 2/26/2021

Title of Agent/Officer: Harry Avedissian/ President

"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:	Ventura County Office of Education
Address:	5189 Verdugo Way, Camarillo, CA 93012
Contact person:	Robert Jimenez
Email address:	rjimenez@vcoe.org
Telephone address:	805-437-1482
Project name:	VCOE Grounds Service Bid No. GRD-19/20.4G
Dates worked performed:	Continuing Service
Summary of scope of services:	Please see Attachment
Project cost:	\$369,000 3 year term

Reference 2	
Company name:	BMW
Address:	5900 & 5650 Arcturus, Camarillo CA 93012
Contact person:	Christopher Smith
Email address:	ChristopherM.Smith@am.jll.com
Telephone address:	805-319-0875
Project name:	Landscape Maintenance
Dates worked performed:	Continuing Service
Summary of scope of services:	Please see Attachment
Project cost:	\$93,165 3 year term

Reference 3	
Company name:	Costco
Address:	2001 E Ventura Blvd, Oxnard CA 93036
Contact person:	Rudy Garcia



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Email address:	w420mgr@costco.com
Telephone address:	805-983-4200
Project name:	Landscape Maintenance
Dates worked performed:	Continuing Service
Summary of scope of services:	Please See Attachment
Project cost:	\$22,790 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:

2019

City of Oxnard – Water Operations, Environmental Resources, Recycled Water Operations

Landscape maintenance

\$397,295

111 South Del Norte, Oxnard

5700 So. Perkins Road, Oxnard

305 W. 3rd Street, Oxnard

Contact Name: Regina Cuevas

Phone Number: 805-200-2058

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

BIDDER'S RESPONSE: CONTRACT TERMS

1. Monthly invoicing.
2. Payment terms shall be 30 days net.
3. Either party shall have the right to terminate this contract upon thirty (30) day written notice.



ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

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

Yes _____ No X _____

1. If so, explain the circumstances:



ATTACHMENT E
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Harry Avedissian
depose and say that I am President
("Sole Owner", "A Partner", "President", or other proper title)
of The Groundskeeper, Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated on page 1 of this proposal are acknowledged.

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

Signature

2/26/2021

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 or 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.

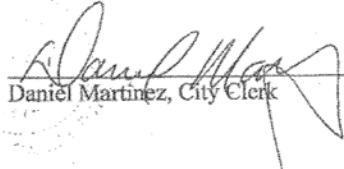
AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

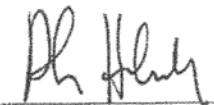
ABSENT: Mayor Pro Tem Pinkard.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney



City of Oxnard
Purchasing Department

Solicitation 21-56
Bid Close Date: 02/26/20

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: The Groundskeeper, Inc.

Physical Address: 2861 Sherwin Ave. Ventura CA 93003

Phone: 805-620-0995

E-Mail: info@groundskeepervc.com

Date Principal Business Address Established: July 1986

No. of Company Employees at this address: 35

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

City Business License No.: 21-00014124

Taxpayer Identification No. (TIN): 77-0406177

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): Landscape Maintenance Service/ Grounds Services

2/26/2021

Signature of Company Official

Date

Harry Avedissian, President

Print Name, Title

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

THE GROUNDSKEEPER, INC.
QUALIFICATIONS OF LEAD PERSONNEL AND SUPPORTING PERSONNEL

Harry Avedissian – Owner
License#89713

DPR-QAC

Harry Avedissian is the owner and operator of The Groundskeeper, Inc. a full-service landscape maintenance company. Formed in 1985 in Ventura, California, the company has been in operation for 36 years. The vision of the organization is to provide professional landscape maintenance based around personal customer relations. During these many years in service, The Groundskeeper, Inc. has provided the highest level of satisfaction to customers throughout Ventura County.

President Harry Avedissian has 38 years of landscape maintenance experience. With his leadership and extensive work experience, in addition to being a former educator, he has developed the expertise necessary to direct the business and to manage large properties.

The Groundskeeper has and does provide large scale landscape maintenance services. One of our service contracts has included Oxnard Union High School, which required regular mowing for all of their high school sites. We also provide ongoing services to Ventura County School facilities, Pleasant Valley School District, and large commercial and industrial facilities throughout Ventura County. We are a locally owned and operated business.

Contractors State License Board- License #729273

Baltazar Maldonado – Operations Foreman
License#122739

DPR-QAC

Balta Maldonado has been our foreman these past 36 years. Having acquired horticulture training initially in the nursery industry doing propagation, maintenance, and pest control work. As our foreman/supervisor, he has taken multiple landscape maintenance, installation, and irrigation courses. He is well versed in all aspects of landscape installation, maintenance and overall landscape care. He has the management skills to oversee daily operations. He holds a pest control license and has extensive landscape irrigation training and expertise.

Luis Rosete - Irrigation Technician

Luis Rosete has been employed in the landscape maintenance field for the past 15 years. He has extensive experience in all irrigation matters from time clock installation to sprinkler repairs. He has been employed with us for the past 12 years.

Francisco Pelayo – Irrigation Technician

Francisco Pelayo has received his irrigation technician certificate from Camrose Water Training Program. He has been in the landscape maintenance and irrigation field for the past 20 years.



Jesus Rios – Landscape Foreman

DPR-QAC

License#122761

Jesus Rios oversees our landscape installation operations. He has been working in the landscape field for the past 10 years. He holds a pest control license and oversees our pest control program and our safety program. He is bilingual.

Organizational Chart

The Groundskeeper, Inc. strives to develop an organization that prides itself on providing quality commercial and industrial landscape services. In doing so, the company seeks to build the individual character of each employee, thus allowing for the best professional landscape service possible.

Management Team

The Groundskeeper, Inc.'s management team consist of the following:

- 10. President Harry Avedissian
- 11. Vice President.....Marci Avedissian
- 12. TreasurerHarry Avedissian
- 13. Foreman Operations.....Baltazar Maldonado
- 14. Account Manager..... Harry Avedissian
- 15. Irrigation Foremen.....Francisco Pelayo/ Luis Rosete
- 16. Mechanic/ Equipment Technician..... Noe Preciado
- 17. Bookkeeper and Office Administrator..... Tana Seufert
- 18. Administrative Assistant.....Carla Mena

The Groundskeeper, Inc. was started by Harry Avedissian in July 1985. Previously a partner with Commercial Grounds Maintenance, a larger landscape maintenance firm form 1981-1985. The Groundskeeper, In. was incorporated in July, 1994. With 36 years of experience in landscape service business, Harry Avedissian is currently the President.

PRESIDENT/TREASURER'S RESPONSIBILITIES:

- Seeing that there is adequate funds/budgeting.
- Seeing existing customers and marketing new business.
- Making decisions concerning equipment purchases and supplies.
- Future planning and organization.

FOREMAN OPERATIONS: BALTAZAR MALDONADO

Having acquired skills in horticulture from working in a nursery that grew and



cared for roses for seven years, Baltazar Maldonado, understands care and maintenance of plants. As the foreman of The Groundskeeper, Inc. these past 36 years, he has developed the necessary knowledge and experience in the proper operations of a landscape maintenance business. He is capable to install irrigation systems, plant large trees and equipment operations and care. Baltazar has taken courses in management skills, small engine repairs and irrigation installation and care.

SUPERVISOR'S RESPONSIBILITIES:

Supervises daily field performance of the crews.
Quality control and set-up the crews routes.
Irrigation repairs and minor equipment repair.

AGREEMENT A-8316 WITH THE GROUNDSKEEPER, INC. FOR LANDSCAPE MAINTENANCE SERVICES FOR VARIOUS CITY FACILITIES

Public Works and Transportation Committee
May 25, 2021

Todd Vasquez-Housley
Environmental Resources Division Manager

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8316 with The Groundskeeper, Inc. for a total agreement value of \$550,000 for a term of three (3) years to provide landscape maintenance services at various City facilities.

On February 4, 2021 the City issued a request for bids (RFB) No. PW 21-56 for Landscape Maintenance Services at the following locations:

#	Location Description	Address
1	Blending Station No. 4	3637 N. Rose Ave.
2	Blending Station No. 3	1700 Solar Dr.
3	Del Norte Recycling and Transfer Station	111 Del Norte Blvd
4	Sturgis Annex (Police)	3001 Sturgis Rd.
5	Water Campus	251 S. Hayes Ave.
6	Oxnard Transportation Center	201 E. Fourth St.
7	Blending Station No. 2	1061 Richmond Ave.
8	Oxnard Wastewater Treatment Plant	6001 S. Perkins Rd.
9	Advanced Water Purification Facility	5700 S. Perkins Rd.
10	Blending Station No. 5	980 E. Pleasant Valley Rd.
	As-needed	
11	Vacant Dirt Lot	Corner of Del Norte and Fifth St.
12	Vacant Lot	167 S. Hayes Ave.





- The current landscape maintenance services agreement with Natural Green Landscaping, Inc. expires June 30, 2021
- Bid included rates for monthly routine landscaping services, excluding additional requests such as vacant lots, plant replacement, plant removal, etc. which are not maintained on a monthly basis
- Purchasing Department received two (2) responsive bids by the February 26, 2021 closing date:
 - The Groundskeeper, Inc.
 - Garcia's Landscaping Maintenance Services, Inc.

- The Groundskeeper Inc. was selected as the lowest responsible and responsive bid
- Staff has verified vendor meets all insurance requirements, possesses a business tax certificate and is registered with the California Secretary of State

- The total cost of three (3) year agreement with The Groundskeeper, Inc. shall not exceed \$550,000
- Spending plan has been requested in the FY 2021-22 budget in each respective division
- The remaining agreement balance will be requested in subsequent fiscal years during the budgeting process

The following table provides the spending plan by fund and fiscal year:

Division	Fund	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Water	Water - 601	\$30,180	\$30,180	\$30,180	\$90,540
Oxnard Wastewater Treatment Plant	Wastewater -621	35,640	35,640	35,640	106,920
AWPF	Water - 601	10,680	10,680	10,680	32,040
Environmental Resources	Solid Waste - 631	30,840	30,840	30,840	92,520
Oxnard Police Sturgis Annex	General Fund - 101	4,260	4,260	4,260	12,780
Oxnard Transit Center	Transportation - 213	35,640	35,640	35,640	106,920
Other	Various	36,093	36,093	36,093	108,280
Total		\$183,333	\$183,333	\$183,333	\$550,000

QUESTIONS?



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: May 25, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: First Amendment to Agreement A-8221 with Big Truck Rental, LLC for Rental of Refuse Collection Trucks for the Environmental Resources Division.

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Rental Agreement A-8221 with Big Truck Rental, LLC, in the amount of \$621,600 for a new total not to exceed \$1,243,200, and to extend the term to June 30, 2022, for the rental of refuse collection trucks.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/zlgxvWK19k0>

BACKGROUND

On June 30, 2020, Council approved Agreement A-8221 with Amrep U.S.A., Inc. (Amrep) for the rental of seven (7) Compressed Natural Gas (CNG) commercial refuse collection trucks for the Environmental Resources Division (ER) in Public Works. On October 20, 2020, Amrep legally transferred Agreement A-8221 to Big Truck Rental, LLC (BTR). The short term rental of these vehicles allows for uninterrupted daily collection services to Oxnard businesses and multi-family units while the City waits for delivery of nine (9) lease-purchased CNG commercial collection vehicles approved by Council on March 2, 2021.

DISCUSSION

Subsequent to Council approval to lease-purchase nine (9) CNG commercial collection vehicles on March 2, 2021, a purchase order was generated and the vehicles were ordered. It is estimated that delivery of the nine (9) lease-purchased vehicles will take approximately nine (9) to eleven (11) months. In order to continue uninterrupted daily collection services to Oxnard businesses and multi-family units, ER will need to continue renting the seven (7) CNG vehicles through Agreement A-8221 with BTR.

The monthly rental cost per truck is \$7,400 and the total monthly rental cost for seven (7) CNG vehicles is \$51,800. Staff recommends executing the First Amendment to Agreement No. A-8221 with BTR by extending an additional 12 months and therefore increasing the agreement value by \$621,600 to a new total of \$1,243,200 and extending the term to June 30, 2022.

Delivery of the new lease-purchase CNG commercial collection trucks is estimated to start by December 31, 2021. The extended rental period through June 30, 2022, allows for uninterrupted collection services to continue until all of the nine (9) new lease-purchase commercial collection trucks arrive and are incorporated into the fleet. The Agreement allows return of the rental commercial collection trucks on a staggered schedule, without penalty from BTR, as the new lease-purchase CNG commercial collection trucks are delivered to the City and put into operation.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for this Amendment with BTR is \$621,600 for a new total agreement value of \$1,243,200 and a new term date through June 30, 2022. Funding will be requested in the Environmental Resources Fund (631-6308-846-8321) in the Proposed Budget for FY 2021-22.

Prepared by: Brian Yanez, Assistant Public Works Director, Todd Vasquez-Housley, Environmental Resources Division Manager

ATTACHMENTS

1. First Amendment BTR A-8221
2. Agreement No. A-8221
3. Assignment and Assumption to A-8221
4. Presentation

FIRST AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This First Amendment ("First Amendment") to the master equipment lease/rental agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2021 by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This First Amendment amends the Agreement entered into on June 16, 2020, by City and Amrep Manufacturing Company, LLC (Amrep).

WHEREAS, on October 20, 2020 Amrep assigned the Agreement to BTR and the City approved of such assignment.

NOW THEREFORE, City and BTR agree as follows:

1. The lease/rental terms set forth in Exhibit "A" of the Agreement are hereby extended on a month to month basis for an additional twelve (12) months for a maximum lease/rental term of twenty four (24) months.
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

BIG TRUCK RENTAL, LLC

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

Scott Smith,
Director of Municipal Sales

Date

Eric Voss,
Vice President, Sales

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

MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Master Equipment Lease/Rental Agreement ("Agreement"), dated as of June 16, 2020, is entered into between City of Oxnard ("Customer"), with offices at 111 S. Del Norte Blvd. and Amrep Manufacturing Company, LLC ("Amrep"), with offices at 1555 S. Cucamonga Ave., Ontario, CA 91761.

- 1) **LEASE/RENTAL OF EQUIPMENT; TITLE.** Amrep agrees to lease/rent to Customer, and Customer agrees to lease/rent from Amrep, the equipment as described more fully in attached Schedule(s), as amended and/or supplemented from time to time, executed by Customer and Amrep and made part of this Agreement (individually, an "item of Equipment" and collectively the "Equipment"). Customer acquires no ownership, title, property, right, equity or interest in the Equipment other than its leasehold interest under the terms and conditions of this Agreement. Amrep shall have the right to file UCC financing statements, including, without limitation, continuation statements, covering any item of Equipment and setting forth Amrep's interest therein.
- 2) **TERM OF AGREEMENT; DELIVERY OF EQUIPMENT.** The Agreement shall become effective with respect to each item of Equipment on the date such item of Equipment is delivered by Amrep to Customer, and shall continue for the term specified on the applicable attached Schedule(s) (each a "Term"), unless terminated earlier pursuant to the provisions hereof. Customer shall take delivery of each item of Equipment F.O.B. City of Oxnard Yard within ten (10) days of the last party to sign this Agreement.
- 3) **RENT.** Customer shall pay Amrep the sum of \$7,400.00 per month per item of Equipment ("Rent") for the right to possess and use each item of Equipment during the Term. The first month's lease/rent payment for each item of Equipment on the attached Schedule(s) is due upon signing this Agreement. Subsequent lease/rent payments are due by the 5th of each subsequent month of the Term. Any other amounts hereunder are due within 10 days of the date of the related Amrep invoice.
- 4) **ACCEPTANCE AND INSPECTION.** By accepting delivery of any Equipment, Customer acknowledges and accepts the warranty and limitations set forth in Section 5 and Section 6, respectively, and further acknowledges and represents that Customer has inspected each piece of Equipment and concluded this it is in proper operating or serviceable condition and that it has been selected by Customer as adequate and sufficient for Customer's intended uses. Customer is responsible to provide all O.S.H.A., federal, state and local required safety equipment. Customer assumes all responsibility for the care and use of each item of Equipment and agrees to pay Amrep, in addition to the Rent and all other amounts required to be paid to Amrep hereunder, an amount equal to all damages to and losses with respect to any item of Equipment.
- 5) **LIMITED WARRANTY.** Amrep leases/rents each item of Equipment to Customer pursuant to the Amrep Limited Warranty (attached hereto as Schedule B and incorporated herein). The remedies set forth therein are Customer's sole and exclusive remedies and Amrep's entire liability for any breach of the limited warranties set forth herein.
- 6) **LIMITATION OF LIABILITY.** Amrep's liability whether in contract or otherwise, with respect to this Agreement and/or any item of Equipment shall in no event exceed the amount received by Amrep from Customer under this Agreement attributable to such item of Equipment. Amrep shall not be liable for, and Customer waives and releases Amrep for any direct, indirect, incidental or consequential damages or losses resulting from the operation or use of any item of Equipment,



including, without limitation, damages for loss of business profits or business interruption, claims due to the non-performance of any item of Equipment, the inability of any item of Equipment to perform a task, repair time required for any item of Equipment and/or any other cause.

7) **AMREP'S REPRESENTATIONS and COVENANTS.** Provided Customer is not in default, Amrep shall not interfere with Customer's quiet enjoyment of the Equipment during the Term.

8) **CUSTOMER'S REPRESENTATIONS and COVENANTS.**

- a) **Permits.** All Permits required for Customer to lease/rent and/or use the Equipment shall be obtained by Customer and shall be valid and in full force and effect. All fees and charges with respect to any permits required to lease/rent and/or use the Equipment shall be paid in full. No event has, or shall occur that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any such permit.
- b) **Compliance with Laws.** Customer shall comply with all contractual obligations hereunder and applicable laws except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a material adverse effect.
- c) **Liens.** Customer shall keep the Equipment free and clear of all Liens.
- d) **Subleases.** Customer shall not allow, nor enter into any sublease of the Equipment.
- e) **Taxes and Fees.** Customer acknowledges that the Rent payments are exclusive of any federal, state or local taxes and license and registration fees now in force or hereafter imposed, unless otherwise specified herein or on the attached Schedule(s). Customer shall pay all sales, use and other taxes and all fees and charges that are levied on any item of Equipment during the Term. Customer shall also pay all taxes (other than income taxes) that are charged to Amrep by reason of Amrep's interest in any item of Equipment. Further, Customer shall be responsible for other strictly usage-related fees, including but not limited to parking, storage, towing and tolls.
- f) **Accident Reporting.** Customer shall notify Amrep within twenty-four (24) hours of any accident or occurrence involving any item of Equipment in which a person or property is, or is claimed to be, injured or damaged.

9) **CUSTOMER'S USE OF THE EQUIPMENT.**

- a) **Customer's Possession.** Customer may not move the Equipment from California without Amrep's prior written consent.
- b) **Personal Property.** The parties intend that the Equipment remains at all times personal property and not a fixture under applicable law. Customer shall not affix or attach any insignia or markings to, or paint over any areas of the Equipment, or attach the Equipment to real property or any improvements without the prior written approval of Amrep.
- c) **Operation.** Customer shall operate the Equipment only for its intended purpose and exclusively in connection with Customer's business.
- d) **Inspection.** Customer shall permit Amrep (through any of its officers, employees, or agents) on reasonable notice to inspect the Equipment during regular business hours, and in compliance with Customer's reasonable security procedures.

10) **MAINTENANCE AND USE.** Subject to reasonable and normal wear and tear, unless otherwise stated in the attached Schedule(s), Customer shall keep each item of Equipment in good operating condition and repair and shall pay the costs of all repairs to each item of Equipment. Customer shall notify Amrep of any repair or maintenance due on each item of Equipment and shall have such repairs or maintenance done at an Amrep approved and authorized provider. Customer shall provide and pay for all gas, oil, anti-freeze fluid, lubrication and routine servicing for each item of Equipment. All service and repairs shall be done when needed and in compliance with Law, but in

any event no less often than as set forth in the Amrep owner's manual for such item of Equipment (receipt of which owner's manual is hereby acknowledged by Customer). Tread depth measurements of the Equipment's tires shall be made and documented immediately prior to the delivery of the Equipment. All tire repair and servicing shall be the responsibility of the Customer, unless otherwise stated on the attached Schedule(s). Customer shall provide to Amrep a record of all the foregoing maintenance and repair.

Customer agrees not to cause or permit Customer's drivers, employees or agents to make any repairs or adjustments to any item of Equipment or to tamper with the governors on any item of Equipment. Customer shall further abide by Amrep's directions concerning any emergency repair services. Amrep shall not be responsible for any repair of or service to any item of Equipment by a third party unless expressly authorized in advance by Amrep. Customer shall not subject any item of Equipment to misuse, abuse, negligence or excessive use.

- 11) **LOSS.** While the Equipment is leased/rented hereunder, Customer shall bear all risk of loss, damage, destruction, theft, condemnation, injury, cost, expense, claim or liability to, of or from such Equipment from any cause whatsoever ("Loss"). Customer shall notify Amrep in writing within 24 hours of any such Loss.
- 12) **INSURANCE.** Customer shall obtain and maintain at its expense on an occurrence basis the following minimum insurance coverages: (i) worker's compensation insurance as required by applicable law; (ii) employer's liability insurance in the minimum amount of \$1,000,000 per occurrence; (iii) commercial general liability insurance including products coverage, contractual liability in a minimum amount of \$2,000,000 per occurrence; (iv) comprehensive automobile liability insurance applicable to all owned and non-owned vehicles brought on site in a minimum amount of \$1,000,000 per occurrence; (v) excess of (ii), (iii) and (iv) above, liability insurance in the additional minimum amount of \$5,000,000 per occurrence. Furthermore, Customer shall be responsible to provide "all risk" property damage insurance to cover direct physical loss, damage or destruction to the Equipment based on replacement value with Amrep named as "Loss Payee." The insurance coverage may be written with deductible amounts acceptable to the Amrep. Lessor, its parents, subsidiaries and affiliates, and each of their respective directors, officers, employees, representatives and agents, shall be named as additional insured by endorsement on (iii) and (iv) above, including excess liability, and shall provide a certificate of insurance evidencing these coverages upon Lessor's request.
- 13) **USE, LOCATION AND MARKING OF EQUIPMENT.** Customer shall have the sole use, control and responsibility for each item of Equipment until it is returned to Amrep. Customer hereby affirms that it is leasing/renting each item of Equipment for a business or commercial purpose and that no item of Equipment shall be used for personal, family or household uses. Customer shall obey all federal, state and local Laws and regulations in using each item of Equipment and shall only allow any item of Equipment to be used by competent and qualified personnel. Customer shall use each item of Equipment only in California unless Amrep gives Customer written permission to use it in another state. In no event shall Customer transport or use any item of Equipment outside California without obtaining the prior written consent of Amrep, which consent may be granted or withheld in Amrep's sole and absolute discretion. Customer shall not modify any item of Equipment, tamper with or disable the odometer, or place any sign or mark on any item or Equipment without Amrep's consent and Customer shall pay the costs of repair and/or removing the modification or sign or markings and all needed repairs that are caused by such removal.

14) **TITLE AND OWNERSHIP.** The Equipment shall at all times remain the property of Amrep and Customer shall have no right or property interest therein during the Term of this Agreement. Amrep shall have the right to display notice of its ownership of the Equipment by affixing an identifying plate, stencil or other indicia of ownership on any item of Equipment. Upon Amrep's request, Customer shall execute and pay all filing costs of UCC financing statements, including, without limitation, continuation statements, deemed appropriate by Amrep, covering any item of Equipment and setting forth Amrep's interest therein. Customer shall not pledge, encumber or permit any lien to attach to any item of Equipment.

15) **TERMINATION and DEFAULT.**

- a) **Termination.** Except as otherwise set forth herein, this Agreement shall terminate with respect to each item of Equipment upon the occurrence of all of the following events with respect to each item of Equipment: (i) the end of the Term of this Agreement for such item of Equipment; (ii) the return of such item of Equipment to Amrep in the required conditions, and (iii) the payment by Customer of all amounts owed to Amrep under this Agreement. Notwithstanding the foregoing, Amrep may (x) immediately terminate this Agreement pursuant to Section 15(c) in the Event of Default and (y) terminate this Agreement upon giving 30 days' prior written notice to Customer, at Amrep's sole and absolute discretion.
- b) **Events of Default.** Time is of the essence of this Agreement. Each of the following events is an "Event of Default" under this Agreement: (i) Customer fails to pay on or before the due date the full amount of Rent or any other payment due hereunder; (ii) if Customer violates, neglects, defaults, neglects or fails in the observance or performance of any other term, covenant or condition of this Agreement and fails to remedy such default within 5 business days after notice of such default by Amrep to Customer; or (iii) Amrep reasonably deems any item of Equipment to be in danger of misuse, confiscation, damage or destruction.
- c) **Remedies.** If an Event of Default occurs and is continuing, Amrep may, in its sole discretion, exercise one or more of the following remedies, immediately and without legal proceedings or notice to Customer (and at Customer's expense) and without liability for any damages occasioned thereby (i) declare this Agreement in default; (ii) terminate this Agreement in whole or in part; (iii) take possession of, or render unusable, the Equipment wherever it may be located, without demand or notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such action; (iv) require Customer to deliver the Equipment at a location designated by Amrep; (v) proceed by court action to recover all damages and expenses incurred by Amrep by reason of any Event of Default; or (vi) exercise any other right or remedy available to Amrep at law or in equity.

Customer hereby expressly waives any rights it may have to possession of any item of Equipment after default and all claims it may have for damages or injuries suffered through or loss caused by any repossession, sale or other disposition of any item of Equipment hereunder. Nothing herein contained shall require Amrep to re-lease, re-rent, sell or otherwise dispose of any item of Equipment.

Amrep's shall have all of the rights and remedies permitted at law and equity, and such rights and remedies are cumulative any may be exercised concurrently and repeatedly and the exercise of one remedy shall not be deemed an election of remedies. No waiver of a default is a waiver of any other default or subsequent breach of this Agreement by Customer. In addition to all other charges provided under this Agreement, Customer agrees to pay all removal, freight, storage, labor and other charges and costs insured by Amrep as a result of Customer's breach of this Agreement.

16) Hold Harmless, Defense and Indemnity.

- a) To the fullest extent permitted by law, Amrep shall immediately defend, indemnify, and hold harmless Customer, its legislative and advisory bodies, and the Customer'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 Amrep's performance of this Agreement or Amrep'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. Amrep's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 16 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.
- b) The duty to defend is a separate and distinct obligation from Amrep's duty to indemnify. Amrep shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the Customer Attorney immediately upon tender to Amrep 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 Amrep 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 Amrep 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, Amrep may submit a claim to Customer for reimbursement of reasonable attorneys' fees and defense costs.
- c) The review, acceptance or approval of Amrep's work or work product by any of the Indemnitees shall not affect, relieve or reduce Amrep's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.
- d) Amrep 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 Customer has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Amrep shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that Customer'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. Amrep 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 Customer is held to constitute an infringement and the use of any of the same is enjoined, Amrep, at its own expense, shall: secure for Customer the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for Customer; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

- e) Amrep is and shall at all times remain, as to Customer, a wholly independent contractor. Neither Customer nor any of its employees or agents shall have control over the conduct of Amrep or any of its employees, except as stated in this Agreement. Amrep 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 Amrep, and it is free to dispose of all portions of its time which it is not obligated to devote to Customer in such a manner and to such persons, firms, or corporations as Amrep wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Amrep from rendering any services for Amrep's own account or to any other person or entity as Amrep in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Amrep shall perform for the Customer. Except as Customer's Project Manager specifies in writing, Amrep and its employees and agents have no authority, express or implied, to act on behalf of Customer in any capacity, to incur any debt, obligation or liability on behalf of Customer, bind Customer in any manner, or otherwise act on behalf of Customer as an agent. Amrep and its employees are not employees of Customer. Amrep and its employees are not entitled to receive from Customer any of the benefits or rights afforded employees of Customer, 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. Amrep 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 Customer. Amrep agrees to pay all required taxes on amounts paid to Amrep under this Agreement, and to indemnify and hold Customer harmless from any and all taxes, assessments, penalties, and interest asserted against Customer by reason of the independent contractor relationship created by this Agreement. Amrep shall be solely responsible for, and shall save Customer harmless from, all matters relating to the payment of Amrep'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. Customer shall have the right to offset against the amount of any compensation due to Amrep under this Agreement any amount due to Customer from Amrep as a result of its failure to promptly pay to Customer any reimbursement or indemnification arising under this Section.
- f) Amrep 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 Amrep shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

17) **RETURN OF EQUIPMENT.**

- a) **Obligation to Return Equipment.** Customer shall, at its expense, no later than the expiration of the Term or upon termination, whichever first occurs, return the Equipment to the Amrep at the address shown above or to such other place as Amrep may direct.
- b) **Condition of Equipment Upon Return.** Customer shall cause the Equipment returned under this Agreement to (i) be free and clear of all liens (other than Amrep liens, if any) and rights of third parties; and (ii) be in the same condition as when delivered to Customer, ordinary wear and tear excepted. If, upon completion of the Term, Amrep determines that any item of Equipment has been subject to excess wear and tear, Customer will be responsible and liable for the cost to restore the item of Equipment to the required condition.

18) **MISCELLANEOUS.**

- a) **Notices.** All formal notices required or permitted under this Agreement shall be in writing and either delivered in person or sent by recorded, certified, registered or recorded express mail service, return receipt requested, postage or courier fees prepaid, to the addresses of the Parties set forth above. Changes in the addresses to which such notices shall be delivered may be made by written notice given in accordance herewith. Routine communications related to this Agreement may be by letter, electronic mail, fax or telephone.
- b) **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- d) **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- e) **Amendment and Modification.** No amendment to or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each party to this Agreement.
- f) **Waiver.** No provision of this Agreement shall be deemed waived without express written notice of waiver. Failure to demand strict performance in one instance shall not be deemed to waive either Party's right to insist on strict performance in any other instance.
- g) **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.
- h) **Assignment.** Customer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Amrep, which consent Amrep shall not unreasonably withhold or delay. Any purported assignment in violation of this Section is null and void. No assignment relieves the assigning party of any of its obligations under this Agreement.
- i) **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.
- j) **No Third-party Beneficiaries.** This Agreement benefits solely the parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- k) **Governing Law.** Any disputes regarding this Agreement shall be determined in the Courts and governed by the laws of the state of California.
- l) **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- m) **Force Majeure.** Amrep shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results

from acts beyond Amrep's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any Governmental Authority; (vii) national or regional emergency; (viii) shortage of adequate power or transportation facilities; and (ix) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions (each a "Force Majeure Event").

- n) **Relationship of Parties.** Nothing herein creates a joint venture or partnership between the parties to this Agreement or an employee/employer relationship. Customer is an independent contractor pursuant to this Agreement. Neither party to this Agreement has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.
- o) **Attorney's Fees.** In the event Amrep engages an attorney to enforce any provision of this Agreement, Customer agrees to pay to Amrep upon demand an amount equal to Amrep's reasonable attorney's fees, costs and expenses.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the date first written above by their duly authorized respective officers.

CUSTOMER: City of Oxnard

By: Tim Flynn

Name: Tim Flynn

Title: Mayor

Date: 6/16/20

AMREP MANUFACTURING COMPANY, LLC

By: _____

Name: Eric L. Mattson

Title: President

Date: _____

APPROVED AS TO FORM:

Stephen M. Fischer

Stephen M. Fischer
City Attorney

from acts beyond Amrep's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any Governmental Authority; (vii) national or regional emergency; (viii) shortage of adequate power or transportation facilities; and (ix) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions (each a "Force Majeure Event").

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IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the date first written above by their duly authorized respective officers.

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Date: _____

AMREP MANUFACTURING COMPANY, LLC

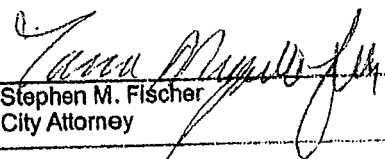
By: _____

Name: Eric L. Mattson

Title: President

Date: 6/1/2020

APPROVED AS TO FORM:


Stephen M. Fischer
City Attorney

SCHEDULE A

AMREP FRONT LOADER REFUSE TRUCKS

EQUIPMENT DESCRIPTION:

- 1. EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
EQUIPMENT VIN:
EQUIPMENT REPLACEMENT VALUE:
COMMENCEMENT DATE:
LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice
- 2. EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
EQUIPMENT VIN:
EQUIPMENT REPLACEMENT VALUE:
COMMENCEMENT DATE:
LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice
- 3. EQUIPMENT DESCRIPTION (YEAR/MAKE/MODEL):**
EQUIPMENT VIN:
EQUIPMENT REPLACEMENT VALUE:
COMMENCEMENT DATE:
LEASE/RENT TERM: 6 months, with month-to-month term thereafter to a maximum of 12 continuous months; Customer shall provide 1-months' notice of any month-to-month termination, which will be effective the end of the month following such termination notice

CONTINUE FOR ADDITIONAL EQUIPMENT

SCHEDULE B

LIMITED WARRANTY

AMREP PRODUCT LIMITED WARRANTIES, DISCLAIMERS OF WARRANTIES, LIMITATION OF LIABILITIES AND REMEDIES, AND LIMITED WARRANTY PERIODS

Amrep warrants only Products of its manufacture, sold by Amrep, or by an Amrep authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. Amrep's obligations under this warranty are limited to the repair, replacement or credit, as hereinafter provided at its option, of such Product and/or parts and components thereof. For Products (including parts and/or components) manufactured or supplied by other parties (including but not limited to engines, motor vehicles, special equipment, accessories, tires and fittings), Amrep shall endeavor to provide such third-party manufacturer warranties, as applicable and to the extent such warranty is transferrable or assignable. All express or implied warranties are limited to those expressly provided herein; and Amrep makes no other warranty or other duty of its own on any Product, including those warranted by any such third party, and expressly disclaims and does not obligate itself to any warranty on any Product, unless it delivers to Customer a separate written certificate specifically warranting the Product. Customer must complete a Product Warranty Registration Form, where applicable (retaining a copy for Customer's records) and provide proof of purchase or ownership.

Specific warranty periods are listed herein. Repair or replacement does not extend the warranty beyond the original period and repaired or replaced parts are warranted for the balance of the original warranty period for the original part. Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these Amrep warranties thereto (Customers may also have other specific rights which vary from state to state).

Amrep does not warrant or make any representations concerning Product when the Product is not installed and/or used in strict accordance with good installation, service and maintenance practices or operating instructions. Amrep does not warrant Product that has been altered, disassembled or re-designed; improperly installed, serviced, maintained, handled or repaired; combined with unapproved non-Amrep products without Amrep authorization; contaminated with or exposed to oil, grease, water (including salination), chemicals or solvents; damaged or fails to perform as a result of accident, acts of God, lack of reasonable and proper protection during storage or use, overheating, negligence, misuse, vandalism, damage from wildlife, loading or exceeding the manufacturer's rated or recommended capacity; damage from automated grasper; in contravention of specifically excluded use or any other unauthorized use other than originally intended, authorized, instructed or beyond the control of Amrep. This warranty does not apply to normal operating costs and adjustments, including but not limited to adjusting pressure settings, limit switches, timers, relays, fuses, loss of hydraulic oil, cable or filter replacement or normal cosmetic or mechanical wear and tear. Amrep does not warrant any used Products, which are sold "as is" unless otherwise expressly noted by Amrep. Further, Amrep does not warrant any Products that have had serial numbers removed, altered or defaced. Amrep shall have no liability for any special, punitive, incidental, liquidated or consequential damages, including but not limited to loss of profits, damages to other parts or equipment, cost of capital or interest, any claim for authorized labor charges incurred in diagnosing or replacing a defective Product, towing charges, travel costs, meals, lodging, telephone charges, fuel, storage, loss of use, loss of hydraulic oil, unauthorized repairs, or injury to person or property, to the maximum extent allowable under applicable law. If Amrep, without separate compensation therefore, furnishes Customer, Customer's customer or end user with advice or other assistance concerning any Product or equipment in which the Product may be installed, the furnishing of such advice or assistance will not subject Amrep to any liability whether in contract, tort (including negligence and strict liability) or otherwise. If any sample, model or demonstration was shown to or provided Customer, such sample, model or demonstration merely illustrates the general type and quality of Product and is not to be construed as a representation. If Amrep authorizes any labor costs associated herewith, such will be solely in accordance with Amrep established labor rates.

Authorization for repairs or related work on Products other than at a Amrep facility or authorized service center must be through prior written consent by Amrep; failure to obtain such prior consent shall void this warranty. All claims for reimbursement must be filed with proper documentation no later than forty-five (45) days after occurrence. Travel time approved in advance by Amrep for authorized service work is limited to two (2) hours maximum per service call.

As the exclusive remedy, provided such Product is manufactured by Amrep and deemed by Amrep to be defective, Amrep shall, at its sole option (i) repair or replace the defective Product, parts or component(s) thereof at our factory or elsewhere (in our discretion); (ii) provide Customer with a credit on its account in an amount equal to the original purchase Price of the defective Product; and/or (iii) require that Customer tender any such claims to the third party manufacturer or supplier of the Product, as applicable, upon which Amrep may endeavor to assist Customer or Customer's customer in resolution. Amrep will accept warranty claims only from the Customer or in the event of Customer's resale, redistribution, installation or other similar action, unless otherwise noted, from Customer's customer, end user or third party that directly purchased the Product through a legitimate action. Amrep reserves the right to examine all Product to determine whether or not the warranted Product qualifies for the exclusive remedy set forth in these Amrep Terms. No benefits or remedies are available under this limited warranty while the Invoice for the Product remains outstanding.

In any action brought against Amrep, regardless of the form or forum, Amrep shall not be liable to Customer, end user, customer or any third party for special, consequential, incidental, liquidated or punitive damages and, under no circumstances shall any award against Amrep in favor of Customer, end user, customer or any third party exceed the amount paid to Amrep by Customer for the Product, to the extent allowed by law. Amrep shall not indemnify Customer, end user, customer or any third party from potential claims by or against a third-party manufacturer or supplier. Further, Amrep shall not indemnify Customer, Customer's customers, end users or any third party against any claims, including but not limited to product liability claims or workers compensation claims. The parties agree that the foregoing remedy is reasonable and does not cause the Amrep's Limited Warranty to fail of its essential purpose.

In the event of Customer's resale, redistribution, installation or other similar action of any of the Products sold hereunder, in whatever form unless otherwise expressly notified by Amrep, Customer shall merely and solely pass the applicable Amrep limited warranties herein on to Customer's customer, end user or third party, as applicable, but make no warranty on its own binding Amrep, third party manufacturer or supplier or any others, and shall notify such purchaser, customer, end user or third party of this disclaimer of any Amrep warranty, in writing or otherwise.

Customer and Customer's customers, end users or third parties assume all risk and liability for loss or damage resulting from the handling, use, storage, disposal or application of the Products delivered hereunder. Further, Customer and as applicable, Customer's customers, end users or third parties shall defend, indemnify and hold harmless Amrep (and Amrep's parent company, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees, individually and collectively "Indemnified Parties") against any and all claims, demands, judgments, loss, injury, death, damage, liability, deficiency, actions, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or occurring in connection with the Products purchased from Amrep and involving Customer's and/or Customer's customers', end users', or third parties' acts, omissions, negligence, misconduct; or relating to a breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Customer or Customer's personnel; or alleging or relating to any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Customer or its personnel and/or Customer's customers, end users, or third parties; or relating to a purchase of a Product by any person or entity purchasing directly or indirectly through Customer and not directly relating to a claim of Limited Warranty breach; or relating to any failure by Customer or its personnel and/or Customer's customers, end users, or third parties to comply with any applicable laws or regulations. The right of Indemnified Parties to be indemnified and held harmless under the foregoing shall not be exclusive but shall be in addition to any and all other rights and remedies to which Indemnified Parties may be entitled under this Agreement or otherwise.

Customer and/or Customer's customers, end users, or third parties agree to familiarize itself and keep informed (without reliance on Amrep) with regards to any hazards to persons and/or property involved in handling, use, storage, disposal or application of the Products. Customer and/or Customer's customers, end users, or third parties shall advise its employees, customers, independent contractors and others who handle, use, store, dispose or apply such Products of any such hazards. Customer and/or Customer's customers, end users, or third parties represent and warrant that the Products sold by Amrep will not be used in connection with any applications where failure or malfunction could create a situation in which personal injury or death is likely to, or could occur.

THESE LIMITED AND CONDITIONAL WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED REPRESENTATIONS, SPECIFICATIONS, WARRANTIES AND REMEDIES, HEREIN OR ELSEWHERE, OR WHICH MAY ARISE UNDER LAW OR EQUITY, OR PURSUANT TO ANY COURSE OF DEALING OR CUSTOM OR USAGE OF TRADE, AND AMREP EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE OR USE OF THE PRODUCT, EXCEPT FOR WARRANTY OF TITLE. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE SEPARATE WRITTEN WARRANTY REFERENCED ON THE FACE HEREOF. NON-PAYMENT SIXTY (60) DAYS PAST THE DATE OF AN INVOICE MAY VOID WARRANTY.

DETERMINATION OF THE SUITABILITY OF THE PRODUCT COVERED BY THIS AGREEMENT FOR THE USE CONTEMPLATED BY THE CUSTOMER OR CUSTOMER'S CUSTOMERS IS THE SOLE RESPONSIBILITY OF THE CUSTOMER IN CONNECTION THEREWITH; CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCIDENT TO THE USE OR POSSESSION OF THE PRODUCT FURNISHED UNDER THIS AGREEMENT, OR THE SUPPLYING OF PRODUCTS TO CUSTOMER OR ANY SERVICES PROVIDED TO CUSTOMER, ANY THIRD PARTY RIGHTS IN THE PRODUCTS OR ANY USE OF THE PRODUCTS OR THE RESULTS OR DECISIONS MADE OR OBTAINED BY USERS OF THE PRODUCTS, EVEN IF AMREP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CUSTOMER'S AND/OR CUSTOMER'S CUSTOMERS', END USERS' OR THIRD PARTIES' SOLE AND EXCLUSIVE REMEDY AGAINST AMREP SHALL BE THE REMEDY OF DEFECT IN PRODUCT DELIVERED HEREUNDER AS PROVIDED BY, AND WITHIN THE TIME PERIOD SPECIFIED IN AMREP'S LIMITED WARRANTY SET FORTH HEREIN. AMREP'S LIMITED WARRANTY CONSTITUTES THE SOLE REMEDY OF CUSTOMER AND CUSTOMER'S CUSTOMERS, END USERS OR THIRD PARTIES, AS APPLICABLE WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT, PRODUCT OR SERVICES OF AMREP, WHETHER BASED ON CONTRACT, MANUFACTURER, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, IN NO EVENT SHALL AMREP BE LIABLE TO CUSTOMER, CUSTOMER'S CUSTOMER, END USER OR THIRD PARTY, OR MANUFACTURE, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHERWISE), FOR LOSS OF ANTICIPATED PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION, FORCE MAJEURE OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, CLAIMS OF CUSTOMERS, END USERS OR THIRD PARTIES OF CUSTOMER AND CUSTOMER'S CUSTOMERS', END USERS' OR THIRD PARTY'S COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND WHATSOEVER.

LIMITED WARRANTY PERIODS

The warranty period for all Amrep Manufacturing Company Products manufactured and provided by Amrep Manufacturing Company or an Amrep Manufacturing Company authorized dealer is for a period of one (1) year structural, parts and labor from the date of shipment from the Amrep Manufacturing Company designated shipping point, unless otherwise specifically indicated as follows:

- Aftermarket Parts – Six (6) months from the date of shipment from the Amrep shipping point
- Service – Six (6) months from the date of completion of service

PROPOSAL

30732 Rental

FOR: City of Oxnard CA 111 South Del Norte Blvd. Oxnard CA ZIP 93030	Contact: Ignacio Carrillo Phone: 805-385-8220 Fax: 805-487-3860 E-Mail: ignacio.carrillo@oxnard.org	Date: 04/09/2020 Salesman: Rob Strange Title: National Sales rstrange@amrepinc.com
CUSTOMER: Oxnard City CA		

DESCRIPTION OF RENTAL EQUIPMENT BODY & CHASSIS

BODY: 21' HX450FL Body Style - 40 Cubic Yard Capacity
 Body Material:

Hopper Lower - 4mm Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
 Body Lower - 4 mm Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel
 Body Upper - 1/8" Hardox® AR450 - 175,000 PSI Abrasion Resistant Steel

Full Packer Blade

Fixed Side Pocket Forks

Modular Electrical System With Packer Computer and Display

"Plug & Socket" Weather Resistant Harness System

LED Lighting Package With Mid Body Turn Signals

Inside & Outside Air Controls

Body Service Hoist

Broom & Shovel Mounted On Body Shell

20# Fire Extinguisher Mounted On Tandem Fender

Rear Strobe Mounted At Lower Door

CHASSIS : PETERBILT 520 -2020 dealer RUSH TX Stock Number 1049675 Front axle 20,000# Rear Axle 46,000# RT46-160

Paccar MX-11 Allison 4500 RDS Transmission

315/80R 22.5 20 Ply M870 x 10 each

ALCOA 89U637 22.5X9.00 x 10 each

MIRRORS SSTL EACH SIDE HTD & MTRZD P 7-

MIRROR BRKT; INCLUDES DUAL DOOR STOPS

(2) CONVEX 8" SS MIRROR, CNTR MTD UNDER

Radio Running lights Standard & Ecco back up alarm

AWTI TAILGATE CAMERA, 5 GALLON SPILL KIT

Steel Tool Box Peterson Strobe 6 light package

	PRICE	QTY	TOTAL
RENTAL AGREEMENT TERMS PER MONTH PRICING: * RENTAL PERIOD 6 MONTHS (rental can be extended on a month to month basis) * 5 EACH COMMERCIAL FRONT END LOADER * DELIVERY FROM ONTARIO CA TO OXNARD CA NO CHARGE * CONDITION IS: NEW (no prior in service) * 1st Month Rental Fee Due @ Signing & 5th day of each Subsequent Month * All other Terms and Conditions please refer to Lease Agreement Enclosed			
Unit Base Price	\$7,400.00 per month per truck	7	\$51,800.00 monthly

Out Of State Deliveries Must Be Performed By Common Carrier

MONTHLY SUB TOTAL	\$51,800.00
TAXES TBD	\$

Proposal Valid For 30 Days From Date For Acceptance And

F.O.B.: City of Oxnard DELIVERY: 10 days Upon Receipt of Signed Contract SIGNATURE:	DATE:
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	\$0.00
Freight	
TOTAL	No Charge

LIABILITY: It is mutually agreed that; in case of fires, labor difficulties, embargoes, delays in transportation, delays of subcontractors, requirements of orders now or hereafter from the U.S. Government, and other cause beyond our control, neither the purchaser or AMREP, INC. is to hold the other liable for any damage nor expense in any form whatsoever. All prices quoted herein are for immediate acceptance unless other wise stated, and subject to change without notice. Stenographic and/or clerical errors are subject to correction. Nor verbal orders or commitments by salesman will be recognized.
 ACCEPTANCE: This order is accepted by AMREP, INC. only when formally approved by the Renter and the authorized officer of AMREP, INC. and will not be thereafter subject to cancellation.

x Padilla
California Secretary of State

Step Three: Confirm the Entity and Select the Filing for Submission

C1598693 - AMREP, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS AMREP U.S.A., INC.

Jurisdiction:	DELAWARE
Status:	ACTIVE
Registration Date:	10/21/1987
Agent for Service of Process:	REGISTERED AGENT SOLUTIONS, INC. (C2392069) *
Entity Address:	3330 CUMBERLAND BLVD SUITE 700 ATLANTA GA 30339
Entity Mailing Address:	3330 CUMBERLAND BLVD SUITE 700 ATLANTA GA 30339

IMPORTANT NOTICE REGARDING ONLINE FILING

- ☐ By checking this box, I understand it is my responsibility to select the correct entity, and modifying the record of an incorrect entity may result in civil or criminal liability. I confirm that I have reviewed the Entity Detail information and I have the authority to modify the above entity record.*

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**CITY FINANCIALS**
Checkbook Explorer
BY THE NUMBERS

Developers

Help



Data

Business Data

based on [Business Data](#)

Businesses with a current Business Tax Certificate

[More Views](#)[Filter](#)[Visualize](#)[Export](#)[Discuss](#)[Embed](#)[About](#)

Classification	RETAIL SALES	WithinCity	No	MailingAddress2	
Units		Telephone	909 923-0430	MailingCity	CHARLOTTE
BusinessName		Opened	02/22/2019	MailingState	NC
AMREP MANUFACTURING COMPANY LL		ControlNum	113565	MailingZip	28211
Address	OUTSIDE OF OXNARD	TaxCertNum	21-124868	OwnershipType	LL
City	OXNARD	Expires	10/31/2020	Location	
State	CA	Owner			
ZipCode	93030	AMREP MANUFACTURING COMPANY			
		MailingAddress1			
		6525 MORRISON BLVD STE 300			



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

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

Definition

- ☐ **Negotiated Contract:** When no bids or no responsive bids are received/obtained, the purchasing manager is authorized to negotiate for written proposals without a formal solicitation process for a city contract.
Formal/informal solicitation with one bid/proposal response received (Bid # and Close date):
- ☐ **Confidential agreement** for City Attorney and/or Chief of Police (backup docs may be redacted)
- ☐ **Sole Source:** Unique materials, supplies, equipment or services, which can be obtained from only one known source, proprietary equipment/technology, copyright, singular characteristics or performance capabilities or which have exclusive compatibility components with existing City products.
- ☒ **Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.
- ☐ **Urgent:** Informal or formal solicitations for supplies, equipment or services (except Public Projects) shall not apply in a situation in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses. Provide the supporting documentation with a completed NSS form to the Purchasing Division of the urgent products/services with the City Manager's signature.

WRITTEN JUSTIFICATION

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

1. Vendor Legal Business Name: **AMREP, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS AMREP U.S.A., INC.**
2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (Please check one or more of the options below)
 - ☒ Unique: e.g. Feature(s) that make the item/service unique and why you need this uniqueness.
 - ☒ Compatibility: e.g. Compatibility with or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
 - ☒ Territory: Provide a letter from the Manufacturer that its' supplier/reseller holds a service contract and must supply parts to accomplish a contract.
 - ☐ Emergency order: No other supplier available at the time. (Must be declared by the City Manager/City Council).
 - ☐ Urgent: City Manager approves waiving the formal competitive solicitation, over \$200,000
 - ☒ Proprietary purchase: No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.
3. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (Please check one or more of the options below)
 - ☐ Comparison to product catalog.
 - ☐ Comparison to similar product/service.
 - ☐ Published price lists.
 - ☐ Prices quoted are less than or equal to, that quoted to other governmental agencies.
 - ☒ Records of previously bid items that were similar.
 - ☒ Proven industry standard.



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

4. Provide a brief written explanation for this product/services. (forms with this field missing will be returned. You may attach a separate sheet if you prefer) **Refuse collection fleet has been impacted by multiple vehicle breakdowns. In order to maintain operational integrity, the Environmental Resources Division (ER) seeks the rental of seven (7) front loader collection vehicles. ER's current waste collection fleet is Amrep brand vehicles. City drivers have been trained and are familiar with the Amrep vehicle controls and vehicle layouts. Renting non-Amrep front loader vehicles would impact productivity and increase costs to the City as additional specialized training for employees would be necessary. The term of rental is not to exceed one year. ER expects to surrender rented units on a staggered schedule as newly purchased vehicles are delivered from manufacturer.**

5. Identify all costs for this requested purchase:

Product/Service Description:	Fiscal Year: 20/21
One-Time Costs (Describe):	
Ongoing Costs (Describe): Monthly Rental of 7 Units	\$51,800/mo.
Annual Total Costs: Add the total by year	\$621,600

6. Period of Performance:

From: July 2020	To: June 2021	Or One-Time Purchase	
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I HEREBY CERTIFY THAT:

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

Department: **Public Works – ER**

Requestor Name (Print Name): **Todd Vasquez-Housley**

Please print

Authorized **Department Director** or designee:

Please print/sign name

Date:

Below to be processed by Purchasing:

☐

Approved or

☐

Denied

Notes:

Purchasing Buyer:

/ N/A

Under \$25,000

Please Sign

Date:



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

Purchasing Manager: Daniel Willhite	/	N/A	
Up to \$100,000	Please Sign	Date:	
City Manager: Alexander Nguyen	/	N/A	
\$100,001 to \$200,000	Please Sign	Date:	
Mayor: Tim Flynn	/	<i>Tim Flynn</i>	<i>6/16/20</i>
\$200,001 +	Please Sign	Date:	

Tracking number assigned by the Purchasing Department only.

Tracking #		Not to Exceed Amount:	\$	FY:	
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APPROVED AS TO FORM:

Stephen M. Fischer

Stephen M. Fischer
City Attorney

Assignment and Assumption

This Assignment and Assumption of the Master Equipment Lease/Rental Agreement ("Assignment"), dated as of ~~September~~ October 20, 2020 (the "Effective Date"), is entered into among Amrep Manufacturing Company, LLC ("Amrep" or "Assignor") and Big Truck Rental, LLC ("BTR" or "Assignee") and the City of Oxnard ("Oxnard") (collectively, Assignor, Assignee and Oxnard are referred to as the "Parties").

WHEREAS, Oxnard and Assignor are parties to that certain Master Equipment Lease/Rental Agreement dated as of June 16, 2020 (the "Agreement"); and

WHEREAS, Assignor wishes to assign the Agreement to Assignee as of the Effective Date on the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Capitalized terms used herein without definition shall have the definitions ascribed to them in the Agreement.
2. In accordance with Section 16.f. of the Agreement, Assignor hereby assigns the Agreement to Assignee, and Oxnard approves of such assignment. From and after the Effective Date, Assignee assumes all rights, duties and obligations of Assignor under the Agreement. Assignee agrees to be bound by and to perform the obligations under the Agreement. All references in the Agreement to Amrep shall be deemed to refer to Assignee.
3. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of any other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.
4. Any notice to Assignee pursuant to Section 18.a of the Agreement shall be sent to at the following address:

Big Truck Rental
5001 W Lemon St.
Tampa, FL 33609
 Attention: Zach Martin

5. Other than terms contained herein, the Agreement shall remain in full force and effect.

6. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
7. This Assignment may be executed in one or more counterparts by scanned or facsimile signature, all of which taken together shall be deemed to constitute one and the same instrument.
8. This Assignment and the obligations of the Parties hereunder will be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law principles that may require the application of any other laws.

[Signature Page Follows]

WITNESS, the Parties have caused their authorized representatives to execute this Assignment as of the date first above written.

CITY OF OXNARD

By: [Signature]
Name: Dan Willhite
Title: Purchasing Manager

Date: 10/20/2020

APPROVED AS TO FORM:

[Signature] JK 10/15/20
Stephen M. Fischer, City Date
Attorney (always required)

AMREP MANUFACTURING COMPANY, LLC.¹

By: [Signature]
Name: Eric Mattson
Title: President

Date: 10/20/20

AMREP MANUFACTURING COMPANY, LLC.

By: [Signature]
Name: Richard Soder
Title: General Counsel

Date: 10/20/20

¹ City of Oxnard agreement signature policy – For any Limited Liability Company (LLC), the signatures of two (2) LLC managers are required. These managers must be in the capacity of LLC owner/manager or company director. The signatures of middle and lower management are invalid.

BIG TRUCK RENTAL, LLC.²

By: [Signature]

Date: 10/20/2020

Name: Scott Smith

Title: Director of Municipal Sales

BIG TRUCK RENTAL, LLC

By: [Signature]

Date: 10.20.2020

Name: Eric Voss

Title: Vice President, Sales

² Ibid.

FIRST AMENDMENT TO AGREEMENT A-8221 WITH BIG TRUCK RENTAL, LLC FOR RENTAL OF REFUSE COLLECTION TRUCKS

Public Works and Transportation Committee
May 25, 2021

Todd Vasquez-Housley
Environmental Resources Division Manager

That the Public Works and Transportation Committee recommend that the City Council Approve and authorize the Mayor to execute a First Amendment to Rental Agreement A-8221 with Big Truck Rental, LLC in the amount of \$621,600 for a new total not to exceed \$1,243,200, and to extend the term to June 30, 2022 for the rental of refuse collection trucks.

- June 30, 2020 - Council approved Agreement A-8221 with Amrep U.S.A., Inc. (Amrep) for the rental of seven (7) Compressed Natural Gas (CNG) commercial refuse collection trucks for the Environmental Resources Division (ER)
- Current agreement A-8221 is for \$621,600 and expires June 30, 2021
- October 20, 2020 - Amrep legally transferred Agreement A-8221 to Big Truck Rental, LLC (BTR)

- This amendment allows for uninterrupted daily collection services to Oxnard businesses and multi-family units while the City waits for delivery of nine (9) lease-purchased CNG commercial collection vehicles approved by Council on March 2, 2021
- Delivery of the nine (9) lease-purchased vehicles will take approximately nine (9) to eleven (11) months
- ER will need to continue renting up to seven (7) CNG vehicles until new lease-purchased vehicles are delivered

- Cost for this Amendment with BTR is \$621,600 for a new total agreement value not to exceed \$1,243,200 and a new term date through June 30, 2022
- Monthly rental cost per truck is \$7,400 - total monthly rental cost for seven (7) CNG vehicles is \$51,800
- Funding has been requested in the Environmental Resources Fund (631-6308-846-8321) in the Proposed Budget for FY 2021-22.



QUESTIONS