

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
June 8, 2021

Regular Meeting - 8:30 to 10:00 PM
(TEMPORARY 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 January 26, 2021 and February 9, 2021 Regular meetings as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Third Amendment to Agreement A-7974 with the County of Ventura Work Release Program. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-7974 with the County of Ventura to extend the term to July 18, 2024 for maintenance tasks and special projects.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/xEn7rhH7Wyc>

Contact: Craig Beck, (805) 385-8055

2. Public Works Department

SUBJECT: Purchase Order #8093 with Famcon Pipe & Supply, Inc. for Water Infrastructure Parts and Supplies. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Order #8093 with Famcon Pipe & Supply, Inc. for water infrastructure parts and supplies in the amount not to exceed \$550,000 for a one-year term with an option to extend for an additional year.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/zOg2k3U18Cg>

Contact: Craig Beck, (805) 385-8055

3. Public Works Department

SUBJECT: Approve Caltrans Project Specific Maintenance Agreement A-8251, Third Amendment to Agreement A-8094 with WKE, Inc., and First Amendment to Agreement A-8017 with the County of Ventura for the Rice Avenue at Fifth Street/State Route 34 Grade Separation Project. (0/5/5)

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

1. Approve and authorize the Mayor to execute Agreement A-8251 between the State of California Department of Transportation and the City of Oxnard for roadway and bridge maintenance on Rice Avenue over State Route 34;
2. Approve and authorize the Mayor to execute a Third Amendment to WKE, Inc. Agreement A-8094, to increase the amount by \$96,316.76, for a new not to exceed contract value of \$9,005,397.70 to complete the Plans, Specification and Estimates for Project 133101; and
3. Approve and authorize the Mayor to execute a First Amendment to County of Ventura Agreement A-8017, to increase the amount by \$154,962.26, for a new not to exceed contract value of \$654,962.26 to provide project management assistance associated with Project 133101.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/14r7iBYMCdM>

Contact: Craig Beck, (805) 385-8055

4. Public Works Department

SUBJECT: Purchase Order #8098 with Accent Packaging, Inc. dba Accent Wire-Tie to Supply and Deliver Bale Wire for the Del Norte Regional Recycling and Transfer Station. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Order #8098 with Accent Packaging, Inc. dba Accent Wire-Tie in the amount not to exceed \$375,000 for the supply and delivery of bale wire for a three-year term ending June 30, 2024.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/IV3RDHfXl-E>

Contact: Craig Beck, (805) 385-8055

5. Public Works Department

SUBJECT: Agreements A-8339, A-8340, A-8341, and A-8342 with Mariposa Landscapes, Inc. for Weekly Park Mowing Services for Citywide General Fund Parks. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute agreements with Mariposa Landscapes, Inc. for weekly mowing of the citywide General Fund parks for a total amount of \$2,405,000 for a three-year term ending June 30, 2024:

1. Agreement A-8339 with Mariposa Landscapes, Inc. for a total amount of \$475,000 in Region 1;
2. Agreement A-8340 with Mariposa Landscapes, Inc. for a total amount of \$430,000 in Region 2;
3. Agreement A-8341 with Mariposa Landscapes, Inc. for a total amount of \$950,000 in Region 3; and
4. Agreement A-8342 with Mariposa Landscapes, Inc. for a total amount of \$550,000 in Region 4.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/sI5SAwbToRw>

Contact: Craig Beck, (805) 385-8055

6. Public Works Department

SUBJECT: Agreements A-8324, A-8325, and A-8326 with Garcia's Tree Maintenance Services, Inc. for Arterial Tree Pruning Services for Citywide Arterial Streets. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee that the City Council approve and authorize the Mayor to execute agreements with Garcia's Tree Maintenance Services, Inc. for tree grid pruning maintenance services within citywide arterial streets for a total amount of \$566,100 for a one-year term ending June 30, 2022:

1. Agreement A-8324 with Garcia's Tree Maintenance Services, Inc. for a total amount of \$182,665 in Region 1;
2. Agreement A-8325 with Garcia's Tree Maintenance Services, Inc. for a total amount of \$182,410 in Region 2; and
3. Agreement A-8326 with Garcia's Tree Maintenance Services, Inc. for a total amount of \$201,025 in Region 3.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/cIn6al9F9Fg>

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 Early, Assistant City Attorney; Alexander Nguyen, City Manager; and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Rosemarie Gaglione, Public Works Director; 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 Arnaout, 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: Zaragoza, Lopez, and Perello 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 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: Zaragoza, Lopez, and Perello 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.

Alexander 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

Chair Perello inquired about a rail service information update.

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 E. PERELLO
Chair

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS & TRANSPORTATION COMMITTEE
Regular Meeting
FEBRUARY 9, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Bert Perello called to order the regular meeting of the Oxnard City Council Public Works 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 Early, Assistant City Attorney; Alexander Nguyen, City Manager; and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Rosemarie Gaglione, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, City Engineer; Jan M. Hauser, Wastewater Division Manager; Todd Housley, Environmental Resources Division Manager; Luis Ortega, Management Analyst; Timothy Bochum, City Traffic Engineer; Jeri Cooper, Public Works Project Manager; and Joseph Rodriguez, Fleet Services Manager.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA (None.)

D. REPORTS

1. Public Works Department

SUBJECT: Agreement for Storm Vault Scheduled Maintenance and On-Call Services (Rebid) PW 20-65R for Special Districts.

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

1. Approve and authorize the Mayor to execute Agreement A-8282 with Downstream Services, Inc. for an amount not to exceed \$1,500,000 for a three-year term ending March 1, 2024 for storm vault scheduled maintenance and on-call services for Community Facilities Districts (CFD) including Westport CFD 2, Seabridge CFD 4, and Riverpark CFD 5;
2. Authorize the City Manager to approve a budget appropriation of \$85,000 for Westport CFD 2 Fund 175 from available fund balance; and
3. Authorize the City Manager to approve a budget appropriation of \$185,000 for Seabridge CFD 4 Fund 173 from available fund balance.

Jeri Cooper, Public Works Project Manager, answered Committee questions. 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: Zaragoza, Lopez, and Perello voted in favor; the motion carried 3-0.

2. Public Works Department

SUBJECT: Purchase Order to King Lee Chemical Company for Clean-in-Place Chemicals for the Reverse Osmosis Desalter Facility.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Order #7961 with King Lee Chemical Company in the amount not to exceed \$118,734.45 for a three-year term ending February 28, 2023 for clean-in-place chemicals for the Reverse Osmosis Desalter Facility.

Omar Castro, Water Division Manager, answered Committee questions. Discussion ensued among the Committee and staff.

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

3. Public Works Department

SUBJECT: Purchase of Heavy Equipment for Wastewater Division.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Orders with:

1. Nixon-Egli in the amount of \$232,001.13 for a new Crane Truck;
2. Velocity Truck Centers in the amount of \$219,914.81 for a new Rolloff Truck;
3. Quinn Company in the amount of \$266,274.81 for a new Excavator;
4. Quinn Company in the amount of \$146,894.52 for a new Backhoe; and
5. Quinn Company in the amount of \$35,910.92 for a new Forklift.

Joseph Rodriguez, Fleet Services Manager, answered Committee questions. Public comment was received by Ray Blattel. Discussion ensued among the Committee and staff.

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

4. Public Works Department

SUBJECT: Agreements for Consulting Services for Wastewater and Recycled Water Treatment Process Support.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute agreements for the following wastewater and recycled water treatment process support consultant services:

1. Agreement A-8283 with Dudek in the amount not to exceed \$100,000 for a three-year term ending February 16, 2024;
2. Agreement A-8284 with MV Engineering, LLC, in the amount not to exceed \$125,000 for a three-year term ending February 16, 2024;
3. Agreement A-8285 with GHD, Inc., in the amount not to exceed \$100,000 for a three-year term ending February 16, 2024;
4. Agreement A-8286 with KEH Group, Inc., in the amount not to exceed \$100,000 for a three-year term ending February 16, 2024;
5. Agreement A-8287 with Kennedy/Jenks Consultants, Inc., in the amount not to exceed \$175,000 for a three-year term ending February 16, 2024;
6. Agreement A-8288 with Separation Processes, Inc., in the amount not to exceed \$125,000 for a three-year term ending February 16, 2024; and
7. Agreement A-8289 with Carollo Engineers, Inc., in the amount not to exceed \$175,000 for a three-year term ending February 16, 2024.

Jan M. Hauser, Wastewater Division Manager, answered Committee questions. Discussion ensued among the Committee and staff.

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

5. Public Works Department

SUBJECT: Procurement of Vehicles and Trailers for the Environmental Resources Division.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize.

1. The Mayor to execute Purchase Orders in the total amount of \$10,189,921.49 for the purchase of new vehicles and accessories:
 - a. Purchase Order with Velocity Truck Centers for an amount not to exceed \$8,360,298.80 for the purchase of:
 - i. Ten (10) new residential, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,343,980.80;
 - ii. Nine (9) new commercial, compressed natural gas (CNG) vehicles with accessories for a cost of \$3,016,424.97;
 - iii. Five (5) new industrial, compressed natural gas (CNG) vehicles with accessories for a cost of \$1,375,855.65;
 - iv. Two (2) new rear-loader, compressed natural gas (CNG) vehicles with accessories for a cost of \$624,037.38;
 - b. Purchase Order with Kenworth Truck Company Division of PACCAR, Incorporated for an amount not to exceed \$906,092.30 for the purchase of seven (7) new

semi-tractor transfer vehicles with accessories;

c. Purchase Order with The Trailer Company for an amount not to exceed \$923,530.39 for the purchase of ten (10) new transfer trailers with accessories; and

2. The City Manager to approve a budget appropriation in the amount of \$10,189,922 to recognize proceeds from a lease purchase to finance the acquisition of refuse collection vehicles and transfer trailers for the Environmental Resources Division (Project 216804).

Todd Housley, Environmental Resources Division Manager, answered Committee questions. Discussion ensued among the Committee and staff.

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

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:34 p.m.

ROSE CHAPARRO
City Clerk

BERT E. PERELLO
Chair



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

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

DATE: June 8, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Third Amendment to Agreement A-7974 with the County of Ventura Work Release Program. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-7974 with the County of Ventura to extend the term to July 18, 2024 for maintenance tasks and special projects.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/xEn7rhH7Wyc>

BACKGROUND

Since 2009, the County of Ventura (County) has provided work release crews to the City of Oxnard (City) to assist with a variety of maintenance tasks and special projects for multiple divisions within the City's Public Works Department. The County Work Release program assists the City with medians, weed abatement, debris removal, and improvement projects. County Probation Agency staff provides supervision and transportation for work release crews. Additionally, crews are covered under the County's medical and worker's compensation plans. City staff provides task direction and training for all crews. City staff collaborates with the probation officers to enforce rules and ensure that crews are working efficiently. This Agreement has provided a cost-effective method for the aforementioned work throughout the City.

On July 18, 2017, the City and County entered into Agreement A-7974 (Agreement) to provide services for three (3) years. The Agreement provided services within Community Facility District No. 5 (Riverpark), Measure O Maintained Parks, and streets and medians. The First Amendment to the Agreement was approved by the City Council on December 4, 2018, which allocated additional funding from the City's Streets Division. The Second Amendment with the County increased the agreement value by \$235,000 for a new not to exceed amount of \$925,000, and extended the agreement term through July 18, 2021.

The table below shows the history of the Agreement and Amendments.

AGREEMENT/ AMENDMENT	COUNCIL APPROVAL	VALUE AMOUNT	AMENDMENT AMOUNT	TOTAL AMOUNT	EXPIRATION DATE
A-7974	July 18, 2017	\$540,000	N/A	\$540,000	July 18, 2020
First Amendment	December 4, 2018	\$540,000	\$150,000	\$690,000	July 18, 2020
Second Amendment	July 29, 2020	\$690,000	\$235,000	\$925,000	July 18, 2021
Third Amendment*	July 6, 2021	\$925,000	N/A	\$925,000	July 18, 2024

*Pending approval

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no additional cost to the Third Amendment to the County Work Release Agreement. This Amendment will only extend the term date to July 18, 2024. The Special Districts funding is based on the availability budget in the Special Projects allocation. The available budget does not automatically allocate those funds to projects with the County Work Release program. Funding will be allocated based on individual budgets in the Public Works divisions utilizing this agreement.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement A-7974 3rd Amendment
2. Agreement A-7974 Original, 1st and 2nd Amendment
3. Presentation

**THIRD AMENDMENT TO AGREEMENT FOR WORK
RELEASE LABOR INCLUDING TRANSPORTATION AND
SUPERVISION BY COUNTY**

This Third Amendment ("Third Amendment") to the Agreement for Work Release Labor Including Transportation and Supervision by County, previously entered into on July 18, 2017 and later amended on December 4, 2018, and July 29, 2020 ("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 the County of Ventura ("County").

City and County agree as follows:

1. Section 1 of the Agreement (Term) is hereby deleted in its entirety and replaced with the following:

“This Agreement shall terminate on July 18, 2022, unless sooner terminated by either party, with the option of two additional one year extensions on the written agreement of both parties.”

2. In Section 3 of the Agreement (Compensation), the following changes are made:

(1) The fifth sentence is deleted and replaced with:

“The revised rate is deemed to be incorporated by reference herein at the time of written notification thereof to the Agency, unless Agency, within 30 days after said written notification, provides notice of termination of this Agreement, as provided elsewhere in this Agreement.”

3. Except as expressly amended by this Third Amendment, all terms of the Agreement remain the same and continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

COUNTY OF VENTURA

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

Mark Varela,² _____ Date
Director/Chief Probation
Officer

ATTEST:

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

APPROVED AS TO FORM:

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

¹The City Council must authorize and the Mayor must sign the amendment if the original contract and nil 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.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CFO 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.

**VENTURA COUNTY AGREEMENT FOR WORK RELEASE LABOR
INCLUDING TRANSPORTATION AND SUPERVISION BY COUNTY**

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of July, 2017, by and between the County of Ventura ("County") and the City of Oxnard ("Agency"). The purpose of this Agreement is for County to provide to Agency labor performed by participants in County's Work Release Program ("Participants").

Now, therefore in consideration of the mutual promises, obligations, and covenants hereinafter contained, Agency and County agree as follows:

1. Term. This Agreement shall commence on the date first written above and shall terminate three (3) years thereafter, unless sooner terminated by either party.
2. Scope of Services. In consideration for fees paid under paragraph 3 below, County will furnish labor, transport Participants to and from work locations unless other mutually agreed upon written arrangements are made, and supervise the Participants in completing mutually agreed upon projects. Tasks may include, but are not limited to the following:
 - a. Weed abatement within Agency maintained areas. This includes Agency parks, detention basins, trail systems, and medians.
 - b. Trash abatement within Agency maintained areas.
 - c. Landscape renovation within Agency maintained areas to include but not limited to: Removal of dead/dying plant material, soil preparation, planting of replacement plant material, and trimming of plant material.
 - d. Work with the Agency's irrigation crews performing maintenance and repair within Agency maintained areas.
 - e. Work with the Agency's mower crew performing the following tasks: use of string trimmer edger and blower within Agency maintained areas.

Participants will work collectively in a "Crew." The normal size of a supervised Crew will be 8 to 12 individuals, supervised by one County employee from the Probation Agency. The number of Crews provided will depend on availability of Participants and the needs of the Agency.

Before Participants begin work, Agency will provide clear direction as to the location, nature, and scope of work to be performed by Participants. Agency will, at all times during the period when Participants are performing work, make available a person who will serve as a point of contact to answer questions about the location, nature, and scope of work, and to provide inspection and verification of work, upon request by County, Crew, or Participants. The point of contact person must be available for immediate response.



3. Compensation. Agency must pay County a rate of \$550 per Crew per day. The City will pay the County from three distinct funds that cannot be commingled. Thus, the maximum amount of this three-year agreement is \$540,000. The County's rate will be recomputed annually and revised accordingly, determined by County, based on County's costs and thereafter charged at revised rate; the County shall give the City thirty (30) days' notice before any such change. Such revision and rate are deemed to be incorporated by reference herein at the time of written notification thereof to Agency.
4. Supervision. Supervision of Participants will include enforcement of Work Release policies, including transportation of any Participant who refuses to work, becomes unable to work, or disrupts the work, and supervision of work performed by Participants for Agency.
5. Replacement of Problem Participants. If, due to the removal of a Participant from a Crew, it becomes necessary to replace that Participant, and if a replacement Participant is immediately available, County will make reasonable efforts to provide a replacement Participant.
6. Supplies and Materials. Agency will provide all necessary tools, supplies and materials, including any safety equipment, needed by Participants to complete the assigned projects. Agency will provide a safe working environment, including, but not limited to, any necessary signage, barriers, or other safety devices typically used for similar work when performed by Agency personnel.
7. Injuries. Where County furnishes supervision for labor to Agency, County will provide for necessary medical treatment for injuries or illness suffered by Participants while in the course and scope of the performance of labor provided under this Agreement. Should Workers' Compensation benefits be required, County will provide such benefits to Participants.
8. Mutual Indemnification. Each party must hold harmless, immediately defend, and indemnify the other party and its directors, councilmembers, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, liability, damage, or expense, for injury or death to persons and damage to property to the extent arising out of, resulting from, or in connection with, the indemnifying party's performance or failure to perform any of its obligations in this Agreement. The provisions of this paragraph will survive the term and termination of this Agreement.
9. Insurance:
 - a. County must maintain a program of self-insurance during the performance of any services under this Agreement meeting the requirement of the insurance coverage specified in Exhibit Ins-D, attached hereto and incorporated herein by reference. Agency acknowledges that County is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Agency is self-insured for general liability claims in accordance with Government Code sections 989 and 990.

- b. County must, prior to performance of any services, file with the Agency's Risk Management evidence of coverage as specified in Exhibit Ins-D.
 - c. Maintenance of insurance coverages by County is a material element of this Agreement. County's failure to maintain insurance coverages may be considered a material breach of this Agreement.
10. Accounting. Upon request by Agency, County will provide an accounting of the number of Crews employed by Agency during each month.
11. Independent Contractor. In the performance of this Agreement, County is an independent contractor, and County's officers, agents, employees, assigns and Participants are not employees of Agency. County has the right to exercise full control over the method of completing the work for the Agency. County's officers, agents, employees, assigns, and Participants are not entitled to receive from Agency any of the benefits or rights afforded employees of Agency, including, but not limited to, reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits. County and its officers, agents, employees, assigns, and Participants has no power to incur any debt, obligation, or liability on behalf of Agency, bind Agency in any manner, or otherwise act on behalf of Agency other than as stated in this Agreement. County and its officers, agents, employees, assigns, and Participants may not, at any time or in any manner, represent that they are in any manner agents, officers or employees of the Agency.
12. Termination. Either party may terminate this Agreement with or without cause at any time, immediately upon written notice to the other.
13. Notices. All notices and other official correspondence relating to this Agreement must be made by depositing first-class postage-paid mail to the address as follows:

County:

Mark Varela
Director / Chief Probation Officer
Probation Agency
800 South Victoria Avenue
Ventura, CA 93009

Agency:

Dean Yamamoto, Interim Parks Manager
City of Oxnard
1060 Pacific Avenue, Building 3
Oxnard, CA 93030

Or to such other address as either party may designate hereinafter in writing delivered to the other party. Said notice will be deemed to have been received three (3) days after mailing.

14. Assignment. This Agreement may not be assigned by the County, either in whole or in part, without the written consent of the Agency.
15. Amendment. No alteration or variation of this Agreement is valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein is binding on any of the parties hereto.
16. Payment. County may submit monthly written invoices based upon the services rendered under this Agreement, and Agency must pay the undisputed amounts on those invoices within sixty (60) days of the Agency's receipt of said invoices. The County may issue separate invoices or one combined invoice for services rendered, but in either case, each invoice must state clearly whether the particular listed services were rendered for the City, River Park, or College Park regions.
17. Force Majeure. Neither Agency nor County is responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts include, but are not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.
18. Time of Essence. Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.
19. Governing Law; Venue. The construction and interpretation of this Agreement and the rights and duties of Agency and County hereunder are governed by the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement is in the Ventura County Superior Court.
20. Compliance with Laws. Agency and County must comply with all applicable state and federal laws and regulations pertaining to the services performed by County under this Agreement.
21. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provision.
22. No Waiver. No waiver of a breach of any provision of this Agreement by either Agency or County will constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either Agency or County to enforce at any time, or from time to time, any provision of this Agreement, must not be construed as a waiver of such provision or breach.
23. Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed as original and all of which, when taken together, are deemed to be one and the same agreement. A signed copy of this Agreement transmitted by fax, email, or by other means of electronic transmission is deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

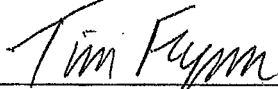
24. Arbitration. In the event of any dispute with regard to the provisions of this Agreement, the services rendered, or the amount of County's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.
25. Expenses of Enforcement. Each party is responsible for its respective costs of litigation, including attorneys' fees and expenses, which may include investigation fees and expert witness fees, that arise as a result of any dispute involving the terms and conditions of this Agreement.
26. Authority to Execute. Agency acknowledges that the people executing this Agreement have been duly authorized by the City Council to do so on behalf of Agency. County acknowledges that the person executing this Agreement has been duly authorized by County to do so on behalf of County.
27. Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.
28. Headings. The headings used in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement or any part of it.
29. Audit. The State Auditor may examine and audit Agency, County, or both, for a period of three (3) years after final payment under the Agreement. County must maintain and preserve all such records for a period of at least three (3) years after final payment under the Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, Agency and County have caused this Agreement to be executed the day and year first written.

AGENCY:
CITY OF OXNARD

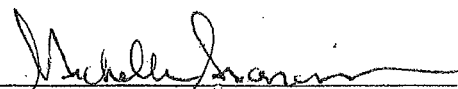
COUNTY OF VENTURA:



Tim Flynn, Mayor

Mark Varela,
Director/Chief Probation Officer

ATTEST:



Michelle Ascension, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

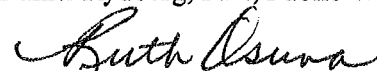
APPROVED AS TO CONTENT:



Art Gutierrez,
Interim Maintenance Services Manager



Daniel Rydberg, P.E., Public Works Director



Ruth Osuna, Assistant City Manager

APPROVED AS TO INSURANCE:



Mike More, Risk Manager

IN WITNESS WHEREOF, Agency and County have caused this Agreement to be executed the day and year first written.

AGENCY:
CITY OF OXNARD

COUNTY OF VENTURA:

Tim Flynn, Mayor



Mark Varela
Director/Chief Probation Officer

ATTEST:

Michelle Ascension, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:



Art Gutierrez,
Interim Maintenance Services Manager

Daniel Rydberg, P.E., Public Works Director

Ruth Osuna, Assistant City Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

**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.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-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).**

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

6. 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.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-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 MIT 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: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

INS-D.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION:	
Telephone:		Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ per accident, for bodily injury and property damage.		Name: Address: Telephone: ()	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this Insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:			
a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or			
b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		☐ 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 _____	

**FIRST AMENDMENT TO AGREEMENT FOR WORK RELEASE LABOR
INCLUDING TRANSPORTATION AND SUPERVISION BY COUNTY**

This FIRST Amendment ("First Amendment") to the Agreement for Work Release Labor Including Transportation and Supervision by County ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of _____, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and the County of Ventura ("County"). This First Amendment amends the Agreement entered into on July 18th, 2017, by City and County.

City and County agree as follows:

1. In Section 3 of the Agreement, the sentence "The City will pay the County from three distinct funds that cannot be commingled" is deleted and replaced with "The City will pay the County from four distinct funds that cannot be commingled."
2. In Section 3 of the Agreement, the figure "\$540,000" is deleted and replaced with the figure "\$690,000".
3. In Section 13 of the Agreement, the name "Dean Yamamoto, Interim Parks Manager" is deleted and replaced with "Parks and Facilities Manager."
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT

☒ Tim Flynn, Mayor (if agreement is \$250,000.01 or more) _____ Date _____
☒ Alexander Nguyen, City Manager
(if agreement is \$25,000.01-\$250,000.00)
☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)

 10/2/2018

Mark Varela, _____ Date _____
Director / Chief Probation Officer

ATTEST:

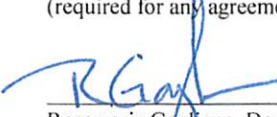
Michelle Ascencion, City Clerk _____ Date _____
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

 7/31/18

Stephen M. Fischer, City Attorney _____ Date _____
(required for any agreement amount)

APPROVED AS TO CONTENT:

J. Arthur Gutierrez, Project Manager _____ Date _____
(required for any agreement amount)
 8/3/18

Rosemarie Gaglione, Department Head _____ Date _____
(if agreement is \$25,000.01 or more)

APPROVED AS TO AMOUNT:

Jesus Nava, Assistant City Manager _____ Date _____
(if agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

 9/4/18

Mike More, Risk Manager (required _____ Date _____
for any agreement amount)

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

PLEASE DO NOT
REMOVE THIS BOX

**FIRST AMENDMENT TO AGREEMENT FOR WORK RELEASE LABOR
INCLUDING TRANSPORTATION AND SUPERVISION BY COUNTY**

This FIRST Amendment ("First Amendment") to the Agreement for Work Release Labor Including Transportation and Supervision by County ("Agreement") is made and entered into in the County of Ventura, State of California, this 4th day of December, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and the County of Ventura ("County"). This First Amendment amends the Agreement entered into on July 18th, 2017, by City and County.

City and County agree as follows:

1. In Section 3 of the Agreement, the sentence "The City will pay the County from three distinct funds that cannot be commingled" is deleted and replaced with "The City will pay the County from four distinct funds that cannot be commingled."
2. In Section 3 of the Agreement, the figure "\$540,000" is deleted and replaced with the figure "\$690,000".
3. In Section 13 of the Agreement, the name "Dean Yamamoto, Interim Parks Manager" is deleted and replaced with "Parks and Facilities Manager."
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]



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

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT

Tim Flynn 12/4/18
☒ Tim Flynn, Mayor (if agreement is \$250,000.01 or more) Date
☒ Alexander Nguyen, City Manager
 (if agreement is \$25,000.01-\$250,000.00)
☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)

Mark Varela 10/2/2018
 Mark Varela, Director / Chief Probation Officer Date

ATTEST:

Michelle Ascencion 12/4/18
 Michelle Ascencion, City Clerk Date
 (if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

Stephen M. Fischer 7/31/18
 Stephen M. Fischer, City Attorney Date
 (required for any agreement amount)

APPROVED AS TO CONTENT:

J. Arthur Gutierrez 10-10-18
 J. Arthur Gutierrez, Project Manager Date
 (required for any agreement amount)
R. Gaglione 8/3/18
 Rosemarie Gaglione, Department Head Date
 (if agreement is \$25,000.01 or more)

APPROVED AS TO AMOUNT:

NA
~~Jesus Nava, Assistant City Manager~~ Date
 (if agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

Mike More 9/4/18
 Mike More, Risk Manager (required for any agreement amount) Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

PLEASE DO NOT REMOVE THIS BOX

**SECOND AMENDMENT TO AGREEMENT FOR WORK
RELEASE LABOR INCLUDING TRANSPORTATION AND
SUPERVISION BY COUNTY**

This Second Amendment ("Second Amendment") to the Agreement for Work Release Labor Including Transportation and Supervision by County, previously entered into on July 18, 2017 and later amended on December 4, 2018 ("Agreement") is made and entered into in the County of Ventura, State of California, this 29th day of July, 2020 by and between the City of Oxnard, a municipal corporation ("City"), and the County of Ventura ("County").

City and County agree as follows:

1. Section 1 of the Agreement (Term) is hereby deleted in its entirety and replaced with the following:

“This Agreement shall terminate on July 18, 2021, unless sooner terminated by either party.”

2. In Section 2 of the Agreement (Scope of Services), in the seventh paragraph (first full paragraph after the lettered list), the following sentence is added to the end of the paragraph:

“If required by social-distancing directives issued by state or local public-health officers due to the COVID-19 pandemic, County may, in its own discretion, reduce the size of a Crew to seven or fewer individuals.”

3. In Section 3 of the Agreement (Compensation), the following changes are made:

- (1) The first sentence is deleted and replaced with:

“Agency must pay County a rate of \$550 per Crew per day, except where County has reduced the size of a Crew to seven or fewer individuals, in which case Agency must pay County \$55 per individual on a Crew.”

- (2) The second sentence is deleted and replaced with:

“The City will pay the County from various distinct funds that cannot be commingled.”

- (3) In the third sentence, the figure "\$690,000" is deleted replaced



with "\$925,000."

4. In Section 13 of the Agreement (Notices), the name, "Parks and Facilities Manager," is deleted and replaced with, "Public Works Director."
5. Except as expressly amended by this Second Amendment, all terms of the Agreement remain the same and continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

Tim Flynn

7/30/20

☒ Tim Flynn, Mayor¹ Date

☐ Alexander Nguyen, City Manager

☐ Daniel Willhite, Purchasing Manager

☐ Buyer _____ Date

COUNTY OF VENTURA

Mark Varela,² Date

Director/Chief Probation
Officer

ATTEST:

Michelle Ascencion

7/30/20

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

APPROVED AS TO FORM:

Stephen M. Fischer

6/16/2020

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

¹The 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.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CFO 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.

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

CITY OF OXNARD

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

COUNTY OF VENTURA

 7/1/2020
Mark Varela,² _____ Date
Director/Chief Probation
Officer

ATTEST:

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

APPROVED AS TO FORM:

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

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.

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CFO 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.

THIRD AMENDMENT TO AGREEMENT A-7974 WITH THE COUNTY OF VENTURA FOR SERVICES RELATED TO THE WORK RELEASE PROGRAM

Public Works and Transportation Committee
June 8, 2021

Kevin Thompson
Parks Manager

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-7974 with the County of Ventura to extend the term to July 18, 2024 for maintenance tasks and special projects.



BACKGROUND

- City began working with County Work Release crews in 2009
- Tasks include assistance with medians, weed abatement, pothole filling in alleyways and special landscape maintenance projects
- Divisions within Public Works work collaboratively to schedule and utilize work crews for services that staff can not perform
- Cost-effective measure to perform work



DISCUSSION

- Third Amendment to extend the term of the contract only
- No additional funds are needed at this time
- Parks, Streets and Special Districts will continue to share this contract to execute tasks and projects within their divisions



- Only extending the term to July 18, 2024
- No additional financial impact to the Third Amendment to the contract
- Each division has budgeted costs associated with this contract. Special Districts funding based on availability budget in the Special Projects line. Available budget does not automatically allocate those funds to projects with Work Release.
- Funds will be encumbered based on the scheduling of work and budget availability

Questions



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.2**

DATE: June 8, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Purchase Order #8093 with Famcon Pipe & Supply, Inc. for Water Infrastructure Parts and Supplies. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Order #8093 with Famcon Pipe & Supply, Inc. for water infrastructure parts and supplies in the amount not to exceed \$550,000 for a one-year term with an option to extend for an additional year.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/zOg2k3UI8Cg>

BACKGROUND

The City of Oxnard's Water Division is responsible for the transmission and distribution of potable water to City customers. The Water Division delivers over 20 million gallons per day of safe and reliable potable water supply to customers. The City water system includes: 10 water wells, five (5) turnouts from the United Water Conservation District's Oxnard-Hueneme Pipeline system, one (1) turnout from the Calleguas Municipal Water District's water system, one (1) desalter facility, six (6) blending stations, and over 500 miles of transmission and distribution pipelines.

The ability to purchase water infrastructure parts and supplies to repair and replace the water infrastructure during regular preventative maintenance programs and emergency repairs is critical for public health and safety. The current purchase order with Famcon Pipe & Supply, Inc. for water infrastructure parts and supplies will expire on July 1, 2021.

DISCUSSION

The City's Purchasing Division, on behalf of the Water Division, released Request for Bid (RFB) PW 21-68 for water infrastructure parts and supplies on March 15, 2021. Bid submissions were due April 1, 2021. Several potential vendors were directly notified of the RFB as well as being published on the City's website at www.PublicPurchase.com.

The City received a total of two (2) qualified submissions:

1. Famcon Pipe & Supply, Inc.
2. Ferguson Waterworks

Upon a full evaluation by the City's Purchasing Division of the submitted bids, Famcon Pipe & Supply, Inc. (Famcon) was determined to be the lowest, responsive bidder. Famcon has previously been a reliable source in the past for water infrastructure parts that the City has required for maintenance and repairs. Furthermore, staff has confirmed that Famcon 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.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total value for this purchase order with the option to extend for one (1) additional year with Famcon Pipe & Supply, Inc. is \$550,000 for water infrastructure parts and supplies. The estimated spending plan for FY 2021-22 is \$275,000 and the budget appropriation is included in the proposed budget from the Water Operating Fund 601 (account 601-6010-843-8104). The cost in the subsequent fiscal year for this purchase order, if the option to extend is executed, will be requested during the annual budget process.

Famcon Purchase Order #8093		
Spending Plan		
FY 2021-22	FY 2022-23	TOTAL
\$275,000	\$275,000	\$550,000

Prepared by: Chris Peyton, Water Operations Manager , Abraham Maldonado, Management Analyst

ATTACHMENTS

1. PO 8093 Famcon Pipe & Supply
2. PW 21-68 Famcon Bid
3. Presentation



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008093**

DATE: 4/19/2021

VENDOR PHONE: (805)485-4350

VENDOR FAX: () -

VENDOR #: 1819

VENDOR ADDRESS: FAMCON PIPE & SUPPLY INC.
200 LAMBERT ST.
OXNARD, CA 93036

SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
07/31/2023		0000005405	04/14/2021	DON ISLEY	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		60160108438104		EDWIN RAMOS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	PARTS AND SUPPLIES FOR WATER OPERATIONS	
275,000.00		1.0000 275,000.00
/ DL		

BPO for FY 22
NTE \$550,000 for two years
PO for FY 22 and budgeted in that budget
PO required for Council authorization
Scheduled for PWTC 6/8/21
Scheduled for Council 7/6/21
22 00003419 EXP 04/30/22*AM
PROPOSED FY22 BUDGET TO ACCT IS \$680K

TOTAL PURCHASE AMOUNT	\$275,000.00
------------------------------	---------------------

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____
ee to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008093**

DATE: 4/19/2021

VENDOR PHONE: (805)485-4350

VENDOR FAX: () -

VENDOR #: 1819

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200 LAMBERT ST.
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FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		60160108438104		EDWIN RAMOS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
 - ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



City of Oxnard
Request for Bid
PW-21-68
Water Infrastructure Parts & Supplies

Bid Close Date: April 1, 2021
at or before 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030
<https://www.oxnard.org/>
Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>

1.5 Term of Agreement:

It is the intent of the City to issue a non-exclusive agreement for a one (1) year term with pricing locked in for this term, with the option if mutually agreed upon for one additional one-year period.

1.6 Company Profile

This section of the bid 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: Famcon Pipe + Supply Inc (Corporation)

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

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

i. **BIDDER'S RESPONSE:** Steve Penza - NONE

ii. **BIDDER'S RESPONSE:** Don Isley, Doog Hampton

iii. **BIDDER'S RESPONSE:** 36 years

iv. **BIDDER'S RESPONSE:** 200 Lambert. St. Oxnard CA 93036

C. 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

DESCRIPTION OF PARTS & SUPPLIES

2.0 The specification provides for Water Infrastructure Parts & Supplies in the anticipated amounts as indicated.

Water Infrastructure Parts and Supplies (Exhibit "A" attached)

For parts not on the attached list, can vendor please provide a City Discount.

Please provide discount percentage 20 %

**ATTACHMENT A
BID DOCUMENTS
FOR
Water Infrastructure Parts & Supplies**

The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

The following addenda are acknowledged: (Enter # & date or "None" if appropriate)

No.	Date	No.	Date
NONE			
NONE			

() Check here if "NO Bid".

() Check here if your bid will be extended to other public agencies. Your response will in no way affect consideration of your bid.

The undersigned agrees to provide the above items and/or services to the City of Oxnard at the price quoted hereon, hold the price firm for 60 days after the designated date to receive bids, and provide the above items and/or services upon receipt of a City of Oxnard purchase order.

Bidder's Signature Don Isley Date 3-24-21

Printed Name & Title Don Isley Water works Manager

Business Name Famcon Pipe + Supply Inc.

Business Address 200 Lambert St.
Oxnard CA 93036

Telephone No. 805-485-4350 Email doni@famconpipe.com

Federal Taxpayer Identification No. 77-0073760

**ATTACHMENT B
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT**



City of
Oxnard
Purchasing Division

Solicitation #21-68
Bid Close Date: 04/01/2021

I, Don Isley
depose and say that I am Waterworks Manager
("Sole Owner", "A Partner", "President", or other proper title)
of Famcon Pipe + Supply 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.

Don Isley
Signature

3-24-21
Date

Attachment C

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:

N-A

Physical Address:

Phone:

E-Mail:

Length of time at this location:

Number of Company Employees at this address:

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

Business License

Hours of Operation:

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

Signature of Company Official

Date

Print Name, Title

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

PURCHASE ORDER #8093 TO FAMCON PIPE & SUPPLY, INC. FOR WATER INFRASTRUCTURE PARTS AND SUPPLIES

Public Works and Transportation Committee
June 8, 2021

Chris Peyton
Water Operations Manager

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Order #8093 with Famcon Pipe & Supply, Inc. for water infrastructure parts and supplies in the amount not to exceed \$550,000 for a one-year term with an option to extend for an additional year.

BACKGROUND

- The City of Oxnard's Water Division delivers over 20 million gallons per day of safe and reliable potable water supply to customers
- Adequate repair parts and supplies are needed to ensure uninterrupted operation and maintenance of the City's water infrastructure
- The current purchase order with Famcon Pipe & Supply, Inc. for water infrastructure parts and supplies will expire on July 1, 2021

DISCUSSION

- March 15, 2021: City's Purchasing Department released Request for Bid (RFB) PW 21-68 for water infrastructure parts and supplies and bid submissions were due April 1, 2021
- Two (2) submission were received:
 1. Famcon Pipe & Supply, Inc. (Famcon)
 2. Ferguson WaterWorks
- Upon a full evaluation by the City's Purchasing Division of the submitted bids, Famcon was determined to be the lowest, responsive bidder

FINANCIAL IMPACT

- Total cost for the two-year purchase order, with an optional second year with Famcon shall not exceed \$550,000
- Spending plan for FY 2021-22 is \$275,000 and the budget appropriation is included in the proposed budget from the Water Operating Fund (601)
- The cost for the optional second year year, if executed, will be requested during the annual budget process

Purchase Order #8093 Spending Plan		
FY 2021-22	FY 2022-223	TOTAL
\$275,000	\$275,000	\$550,000

QUESTIONS?



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: June 8, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Approve Caltrans Project Specific Maintenance Agreement A-8251, Third Amendment to Agreement A-8094 with WKE, Inc., and First Amendment to Agreement A-8017 with the County of Ventura for the Rice Avenue at Fifth Street/State Route 34 Grade Separation Project. (0/5/5)

RECOMMENDATION

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

1. Approve and authorize the Mayor to execute Agreement A-8251 between the State of California Department of Transportation and the City of Oxnard for roadway and bridge maintenance on Rice Avenue over State Route 34;
2. Approve and authorize the Mayor to execute a Third Amendment to WKE, Inc. Agreement A-8094, to increase the amount by \$96,316.76, for a new not to exceed contract value of \$9,005,397.70 to complete the Plans, Specification and Estimates for Project 133101; and
3. Approve and authorize the Mayor to execute a First Amendment to County of Ventura Agreement A-8017, to increase the amount by \$154,962.26, for a new not to exceed contract value of \$654,962.26 to provide project management assistance associated with Project 133101.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/14r7iBYMCdM>

BACKGROUND

The Rice Avenue at Fifth Street Grade Separation (Project) will construct a new six-lane bridge on Rice Avenue in order to grade separate the Fifth Street/State Route 34 intersection and railroad crossing. The new facility will be aligned approximately 250-feet east of the existing Rice Avenue between Sturgis Road and Wooley Road. The project will also include a connector road, two new traffic signals, signal improvements at Sturgis Road, Class II on-street bicycle lanes, sidewalks, and American with Disability Act (ADA) improvements.

The California Public Utilities Commission prioritizes this Project third in the state on the Grade Separation Priority List. The Project will enhance safety by eliminating conflicts among vehicles, pedestrians, bicyclists and trains at the Union Pacific Railroad crossing, as well as relieve congestion, reduce emissions and facilitate commerce by improving access to the Port of Hueneme.

CIP Reference:

Project No. (133101) – Rice Avenue & Fifth Street Railroad Grade Separation - CIP 2021-2026 - Adopted May 18, 2021 – Page 118.

DISCUSSION

Caltrans Project Specific Maintenance Agreement A-8251

The State of California Department of Transportation (Caltrans) requires that a Project Specific Maintenance Agreement be established to ensure maintenance and upkeep of the new facility. Once constructed, the State of California will be assigned ownership of the new bridge structure. The agreement defines that the State will maintain “below” the bridge deck including the superstructure, piers, and abutments, while the City will maintain “above” the bridge deck. This includes the roadway surface, drainage, slope paving, embankment, bridge railing, lighting, striping, signage, signals, and sidewalks. The project does not currently include landscaping within the state right of way, however if any landscaping is constructed as part of the project within State Route 34, the City or County of Ventura (County) would be responsible for its maintenance. There is no specific cost estimate for routine maintenance and this action does not allocate maintenance funding. Rice Avenue roadway is currently included in the City’s Pavement Management Plan, and once constructed, ongoing maintenance will be part of the Public Works Streets Division.

The agreement does not have a sunset date, however pursuant to a Memorandum of Understanding (MOU) between Caltrans, the City, and County, Caltrans will recommend that the California Transportation Commission adopt Rice Avenue as state highway Route 1. Once the MOU conditions are met and the CTC adopts the roadway, the City will no longer be required to maintain Rice Avenue or the “above” deck components. There is no schedule yet for this action.

Third Amendment to WKE, Inc. Agreement A-8094

City Council approved Agreement A-8094 with WKE, Inc. on July 24, 2018 to provide final Plans, Specifications and Estimates (PS&E) for the project. A First Amendment was approved on June 4, 2019 and a Second Amendment was approved on April 21, 2020.

Pursuant to the PS&E agreement, WKE, Inc. is providing right of way engineering, while as part of a Cooperative Agreement between the City and Caltrans, Caltrans is providing right of way acquisition. Additional requirements are necessary since Caltrans will acquire property, including aerial easement appraisals for Union Pacific Railroad right of way, independent review of all appraisals, review of two farmland studies, and development of a Hazardous Material Human Health Risk Assessment document.

In order to satisfy these requirements and to provide additional geotechnical testing, Staff is requesting Council to approve and authorize the third Amendment to WKE, Inc. Agreement A-8094, using \$96,316.76 from previously allocated Trade Corridor Enhancement Program grant (Fund 189) to complete the PS&E for Project 133101. There is sufficient budget appropriations for this Third Amendment and it is fully funded by grant funding.

First Amendment to County of Ventura Agreement A-8017

City Council approved Agreement A-8017 with the County on November 14, 2017 to provide project management assistance. The County has in-depth experience in design and construction management of complex projects throughout Ventura County such as the U.S. 101/Rice Avenue Overpass. The project limits are also partially located in County jurisdiction.

As a result of shifting the alignment to avoid costly utility relocations, as well as increased right of way requirements, Staff is requesting Council to approve and authorize the First Amendment to County of Ventura Agreement A-8017, using \$154,962.26, from previously allocated Trade Corridor Enhancement Program grant (Fund 189) for Project 133101. Continued staff support with managing consultants, coordinating with Caltrans design oversight, assuring all activities adhere to state and federal guidelines, and providing engineering expertise is necessary for a project of this magnitude. There is sufficient budget appropriations for this First Amendment and it is fully funded by grant funding.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no financial impact to execute the Caltrans Project Specific Maintenance Agreement. The cost for the Third Amendment to Agreement A-8094 with WKE, Inc. is an additional \$96,316.76 for a total agreement value of \$9,005,398. The cost for the First Amendment to Agreement A-8017 with the County of Ventura is an additional \$154,962.26 for a total agreement value of \$654,962.26. These two (2) agreements are funded from an existing grant, Trade Corridor Enhancement Program (Fund 189) in Project 133101 in the approved Fiscal Year 2020-21 budget.

Prepared by: Debbie O'Leary, Transportation Planner, Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Caltrans Project Specific Maintenance Agreement A-8251
2. WKE, Inc. Third Amendment Agreement A-8094
3. WKE, Inc. Original Agreement A-8094 thru Second Agreement
4. County of Ventura First Amendment Agreement A-8017
5. County of Ventura Original Agreement A-8017
6. Presentation

AGREEMENT/AMENDMENT REVIEW FORM **Please write in N/A for any section that is not applicable**

Contractor/Vendor/Consultant: California Department of Transportation (Caltrans) **Agreement No:** A-8251

Address: For electronic delivery only to Caltrans District 7 (contact Caltrans through PW Staff)

Contact Name: N/A **Email:** N/A **Phone:** N/A **INS-** N/A

Committee Date: 6/8/2021

Council Date: 7/6/2021

Committee Agenda #: 6/8/2021

Council Agenda #: 7/6/2021

Department: Public Works

Contingency Requested: \$ 0

Project Manager: Debbie O'Leary

EISPM Funds ¹ Requested: \$ 0

Phone: 805-200-5283

Value of Agreement : \$ 0

Email: debbie.oleary@oxnard.org

Amendment No: N/A

Type of Agreement: 0

Value of Amendment: \$ N/A

Business Tax Cert No. N/A

Current Agr. Val. (w/amendments) \$ 0

Secretary of State ID: N/A

P.O. No. (if existing agreement): N/A

Agreement Term: N/A

Req. No. (if new agreement): N/A

Termination Date: N/A

Funding Source: N/A

Bid No.: N/A

Account No.²: N/A

NSS Control #:

Purpose of Agreement/Amendment: Caltrans requires this agreement as part of the Rice Avenue and Fifth Street/State Route 34

Grade Separation. Public Works Staff will provide contract to Caltrans who is a partner on the project. This is not a City contract and has no associated cost.

Review Sequence (please write in N/A for any steps not required)

1. Project Manager
2. Division Manager
3. Assistant Department Director
4. Department Director
5. General Accounting (for Leases only)
6. Budget Management
7. Risk Management³
8. City Attorney
9. Contractor/Vendor/Consultant (signs contract; no need to initial this form)
10. Buyer⁵
11. Purchasing Manager⁶
12. City Manager/ACM⁷
13. Mayor⁸
14. City Clerk⁹

Initials

Date

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____

AGREEMENT/AMENDMENT/CHANGE ORDER REVIEW FORM - PAGE 2

This page is required if contingency or EISPM funds are requested and the item is NOT going to City Council for award.

Contractor/Vendor/Consultant: _____ **Agreement No:** _____

To be signed by City Manager, Purchasing Manager or Buyer Awarding the Contract if Contingency, EISPM Funds, or Both are requested AND if item is not going to City Council for award:

DO NOT ATTACH THIS PAGE if contingency or EISPM funds are not requested.

Regarding the contingency:

- ☐ I authorize the amount of contingency requested in this form.
- ☐ I authorize _____ (up to 10% of total contract value) in contingency funding.
- ☐ I do not authorize any contingency funding.

Regarding the EISPM funds:

- ☐ I authorize the amount of EISPM funds requested in this form.
- ☐ I authorize _____ (up to 10% of total contract value) in EISPM funds.
- ☐ I do not authorize any EISPM funds.

Signed: _____ Date: _____

- ☐ Alexander Nguyen, City Manager (if contract and all amendments are up to \$200,000 annually)
- ☐ Dan Willhite Purchasing Manager (if contract and all amendments are up to \$100,000 annually)
- ☐ Public Works Director (if public project contract is up to \$100,000 annually)
- ☐ Patricia Garcia, Buyer (if contract and all amendments are up to \$25,000 annually)
- ☐ Eric Hernandez, Buyer (if contract and all amendments are up to \$25,000 annually)
- ☐ Edwin Ramos, Buyer (if contract and all amendments are up to \$25,000 annually)

¹ Funds for engineering, inspections, surveying & project management

² Attach list of account numbers and amounts if multiple accounts

³ Moves to after Mayor and Contractor sign if public project contract

⁴ Moves to after Mayor signs if public project contract

⁵ Buyer signs contract/amendment only if contract and all amendments collectively are up to \$25,000 annually; initials this form only if contract and all amendments collectively are over \$25,000 annually

⁶ Purchasing Manager signs contract/amendment only if contract and all amendments collectively are up to \$100,000 annually; initials this form only if contract and all amendments collectively are over \$100,000 annually

⁷ City Manager/ACM signs contract/amendment only if contract and all amendments collectively are over \$100,000 and up to \$200,000 annually; initials this form only if contract and all amendments collectively are over \$200,000 annually

⁸ Mayor signs contract/amendment only if contract and all amendments collectively are over \$200,000 annually; no need to initial this form

⁹ City Clerk attests to contract if Mayor signed; no need to initial this form; receives only one original agreement (with wet signatures) and one copy of this form if contract states: "A signed copy of this Agreement... shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes." If this provision is not in the agreement, City Clerk needs two original agreements (with wet signatures) and one copy of this form.

DO NOT ATTACH FOLLOWING INSTRUCTION PAGES

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
FOR IMPROVEMENTS IN THE CITY OF OXNARD**

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of Oxnard; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. WHEREAS, CITY and STATE are in agreement to grade separate Rice Avenue over the Union Pacific Railroad and State Route 034, located in the City of Oxnard and unincorporated County of Ventura, hereinafter referred to as "PROJECT", and
2. WHEREAS, the northerly two thirds of the overcrossing bridge structure are within the CITY and the southerly one third is within the County of Ventura.
3. WHEREAS, in accordance with the said agreement, it was agreed by PARTIES that prior to or upon PROJECT completion, CITY and STATE will enter into a Maintenance Agreement, and
4. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of PROJECT constructed under the Cooperative Agreement Number A-07-5065-A1, and
5. This agreement is not meant to replace or supersede the earlier agreement(s).

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

6. Exhibit A delineates the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Maintenance Agreement.
7. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise the Exhibit A by a mutual written-execution of the exhibit.
8. CITY must obtain the necessary Encroachment Permits from STATE's District 07 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.
9. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

- 9.1. STATE will maintain, at STATE expense, the entire structure of any STATE owned vehicular and pedestrian overcrossings of SR 034 below the deck wearing surface, including but not limited to the bridge deck, superstructure, piers, and abutment.
 - 9.2. CITY will maintain, at CITY expense, the deck wearing surface and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, slope paving, embankment, approach slab as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.
 - 9.3. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.
10. LANDSCAPED AREAS - CITY is responsible for the maintenance of any plantings or other types of roadside development constructed within State's right of way within the CITY's jurisdiction under PROJECT.

11. LEGAL RELATIONS AND RESPONSIBILITIES

- 11.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 11.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- 11.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save

harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including section but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

12. PREVAILING WAGES:

12.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

12.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

13. INSURANCE -

13.1. CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the PROJECT and PROJECT location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporated as EXHIBIT B.

13.2. If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this AGREEMENT.

14. **TERMINATION** - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

15. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF OXNARD

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
John Zaragoza, Mayor

ADETOKUNBO TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

By: _____
Alexander Nguyen, City Manager

By: _____
Deborah Prochnow
Deputy District Director
Division of Maintenance District 07

ATTEST:

By: _____
Rose Chaparro, City Clerk

As to Form and Procedure:

By: _____
Stephen M. Fischer, City Attorney

By: _____
Attorney
Department of Transportation

NOT FOR CONSTRUCTION

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION		CONSULTANT FUNCTIONAL SUPERVISOR		CALCULATED-DESIGNED BY		HUA ZHENG		REVISED BY	
Caltrans®		CARLOS A. CADENA		CHECKED BY		HENRY Y. TONG		DATE REVISED	

LEGEND:



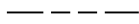
LOCAL ROAD SEGMENTS WITHIN STATE R/W LIMITS TO BE MAINTAINED BY CITY OF OXNARD



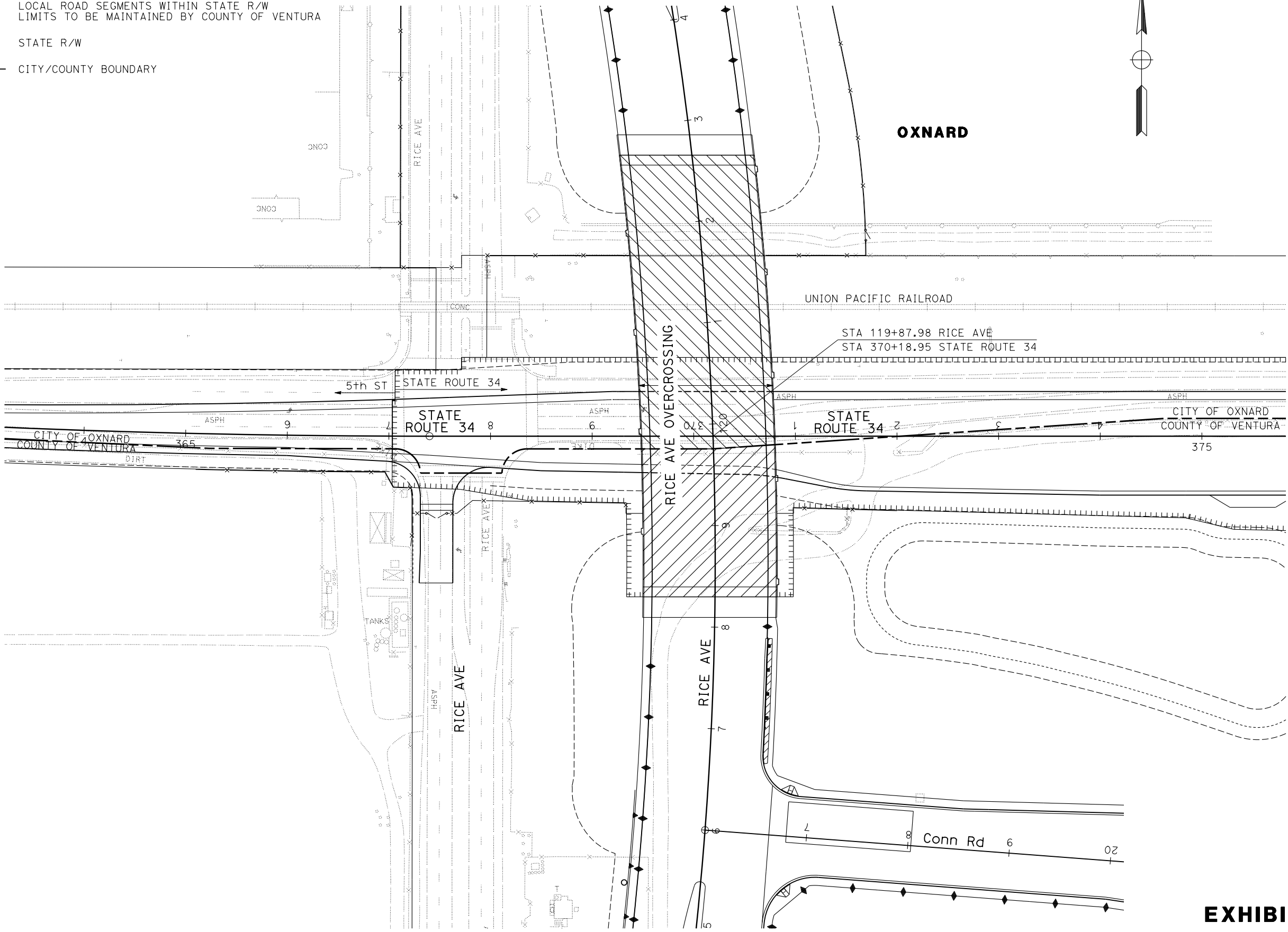
LOCAL ROAD SEGMENTS WITHIN STATE R/W LIMITS TO BE MAINTAINED BY COUNTY OF VENTURA



STATE R/W

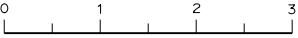


CITY/COUNTY BOUNDARY



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
07	Ven	34	6.3/6.8	00	000

EXHIBIT A
NO SCALE



**EXHIBIT B - LETTER OF CERTIFICATE OF
CITY OF OXNARD
STATEMENT OF SELF INSURANCE**

July 6, 2021

California Department of Transportation
100 South Main Street, MS 03
Los Angeles, CA 90012

ATTN: Deborah Prochnow, Deputy District Director, Maintenance

City of Oxnard
Department of Finance

RE: Statement of Self Insurance for the CITY of Oxnard "CITY"; Related to Project Specific Maintenance Agreement with State of California Department of Transportation ("STATE") for the improvements along Route 34 at Rice Avenue over the Union Pacific Railroad and State Route 034.

Dear Ms. Prochnow,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 13 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Kevin Riper
Chief Financial Officer, City of Oxnard

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment (“Third Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 6 day of July, 2021 by and between the City of Oxnard, a municipal corporation (“City”), and WKE, Inc. (“Consultant”). This Third Amendment amends the Agreement entered into on July 24, 2018, by City and Consultant. The Agreement previously has been amended on June 4, 2019, by a First Amendment, and on April 21, 2020, by a Second Amendment.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, Exhibits A, A-1 and A-2 are supplemented by Exhibit A-3, which is attached hereto and incorporated herein by reference.
2. In Section 8 of the Agreement, Exhibit B is deleted and hereby replaced by Exhibit B-1.
3. In Section 14(a) of the Agreement, the figure “8,909,080.94,” is deleted and hereby replaced by the figure, “9,005,397.70.”
4. In Section 14(b) of the Agreement, Exhibits C, C-1, and C-2 are supplemented by Exhibit C-3, which is attached hereto and incorporated herein by reference.
5. 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

WKE, Inc.

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

Wei Koo, President _____ Date

ATTEST:

Carlos Cadena _____ Date
Senior Vice President

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign 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.

EXHIBIT A-3

SCOPE OF SERVICES

The project scope of this Agreement is to complete Plans, Specifications & Estimates (PS&E), including right of way engineering of the Rice Avenue at Fifth Street/State Route 34 Grade Separation. As part of a Cooperative Agreement between the City and Caltrans, Caltrans is providing right of way acquisition, while the City, through its Consultant is providing right of way engineering. Since Caltrans will acquire property in their name, additional requirements are necessary, including aerial easement appraisals for Union Pacific Railroad right of way, independent review of all appraisals, review of two farmland studies, additional geotechnical testing, and development of a hazardous material Human Health Risk Assessment document. This scope, described in more detail in Exhibit C-2 will satisfy these requirements.

EXHIBIT B-1

SCHEDULE OF SERVICES

Activity	Proposed Date
A. Begin Work	July 2018
B. Draft PS&E	
B.1 Submit (65%) PS&E Alternative 2A	March 2019
B.2 Submit (65%) PS&E Alternative 2B	June 2020
B.3 Submit Initial (95%) PS&E Alternative 2B	March 2021
C. Submit Final PS&E (100%) Alternative 2B	October 2021
D. Ready to List (delay due to Right of Way)	July 2022
E. Advertise	July 2022
F. Award	December 2022
G. Begin Construction	December 2022
H. Completion of Construction	August 2026
I. Project Close Out	December 2026



**Exhibit C-3
COMPENSATION RATES**

April 12, 2021

Ms. Debbie O'Leary
Project Manager
City of Oxnard
305 West Third Street, 3rd Floor
Oxnard, CA 93030

Subject: Contract Modification to Contract No. A-8094 – Amendment 3
Out-of-Scope Engineering Services for
Rice Avenue Grade Separation over Fifth Street/UPRR

Dear Debbie,

We are requesting your approval to proceed with additional services required to complete the PS&E for the proposed improvements for the Rice Avenue Grade Separation Project. These design right-of-way related changes are beyond the scope of services identified in the original contract and are required for Caltrans to proceed with the Right-of-Way acquisition process. The additional services are discussed in more detail in the Scope of Services included with this proposal.

Item No. 1 - Task 2.4-1f – Southern California Edison (SCE) Easements Appraisal Maps and Legal Descriptions

Acquisition documents are needed for three new utility easements within PEGH Investments LLC, Seminis Vegetable Seeds Inc., and Hiji Bros & Nishimori Bros properties to allow for SCE power pole relocations.

Item No. 2 - Task 2.4-1g – Acquisition Documents - Independent Farmland Study Review and Eleven (11) Independent Appraisal Reviews

An independent farmland study review will be conducted as requested by Caltrans. An independent review of 11 appraisals will be completed as requested by Caltrans.

Item No. 3 - Task 2.4-1I – Prepare Union Pacific Railroad (UPRR) Appraisals

A UPRR right of way appraisal requested by Caltrans is needed to complete UPRR agreements for aerial easements.

Item No. 4 - Task 5.1b - Percolation Testing

Additional percolation tests are needed within the Hailwood farmland property to assess the permeability for the proposed infiltration basins.

Item No. 5 - Task 5.1f - Hazardous Materials – Human Health Risk Assessment (HHRA)

A HHRA report will be completed to determine opportunities to reduce the removal contaminated material from the project site and lower the construction cost of the project.

The following table summarizes cost associated with each task listed in the attached Scope of Work and Cost Proposal.

Item No.	Task No.	Description	Fee
1	Task 2.4-1f	SCE Easements Appraisal Maps and Legal Descriptions	\$5,950.22
2	Task 2.4-1g	1. Independent Review of Farmland Study 2. Eleven (11) Independent Appraisal Reviews	\$6,000.00 \$12,100.00
3	Task 2.4-1l	Union Pacific Railroad (UPRR) Appraisals	\$15,000.00
4	Task 5.1b	Percolation Testing	\$12,343.61
5	Task 5.1f	Human Health Risk Assessment (HHRA)	\$34,916.98
6	Task 1.1.6	UPRR Funding Support	\$10,005.95
TOTAL			\$96,316.76

Please contact me at (714) 955-7186 if you have any questions or require additional information,

Sincerely,



Carlos Cadena
Project Manager

SCOPE OF SERVICES

Scope of Services

Item No. 1 - Task 2.4-1f – Prepare SCE Easement Appraisal Maps and Legal Descriptions

Consultant will provide three (3) additional SCE Easements including the PD-26 updates, appraisal maps and legal descriptions.

Item No. 2 - Task 2.4-1g – Prepare Acquisition Documents–

Task 2.4-1g-1 Independent Review of Farmland Study

Consultant will perform a review of the farmland study completed by the owner of the Hailwood property related to the relocation of wells and farm re-configuration that accommodate project impacts.

Task 2.4-1g-2 Independent Appraisal Review

Consultant will perform a review of 11 appraisal reports provided by Joyce Riggs of Riggs and Riggs, Inc. (“Riggs”) which must be reviewed by a qualified review appraiser to meet Caltrans requirements.

Item No. 3 - Task 2.4-1I – UPRR Appraisals

Consultant will prepare appraisals the property (APN: 216-0-160-165) owned by the Union Pacific Railroad (“UPRR”).

Item No. 4 - Task 5.1b - Percolation Testing

Consultant will perform four bore hole infiltration tests that will provide additional needed information to assess the permeability of the surrounding area.

Task 5.1b-1 – Data Review, Pre-Field Planning, and Utility Clearance

Initial services for this task will consist of project setup, reviewing existing project reports, and contacting Underground Service Alert (USA) so their subscribers (utility operators) can locate, and mark buried utilities that could be impacted by the proposed exploration activities. We will also meet with representatives of the property owner relative to utilities that serve the agricultural operations and the proposed test locations.

Task 5.1b-2 – Field Percolation Testing

Our proposed work scope will consist of performing a total of four (4) additional borehole infiltration tests. The percolation testing will be performed in hand-excavated boreholes, using the methods and procedures employed in the previous testing. Depth intervals for the infiltration tests will generally correspond to the bottom of the proposed basins as noted above (EL.+ 46.5 feet and EL. + 48.5 feet, respectively). As a result, we expect the test holes will extend to a depth of 10 feet or less and will be backfilled with the excavated soil cuttings upon completion of the testing.

Consultant will log the soil materials encountered in the test holes in accordance with ASTM D 2488 and the Unified Soil Classification System (USCS). Bulk samples of the excavated material will be collected from the test interval zone.

Task 5.1b-3 – Geotechnical Laboratory Testing

Geotechnical laboratory testing will be performed on bulk samples collected from the test intervals.

Table 1: Preliminary Scope of Laboratory Testing

Laboratory Test	Preliminary Quantity
Sieve and Hydrometer Analysis	4
Atterberg Limit	4

Task 5.1b-4 – Infiltration Reporting

Following completion of all field and lab work, Consultant will tabulate the percolation data, calculate applicable infiltration rates, and summarize the results in a supplemental letter. The letter will detail the following:

- o Test methods,
- o Test location and percolation test hole construction,
- o Percolation testing and test results,
- o Infiltration rate calculations, and
- o Laboratory testing.

Item No. 5 - Task 5.1f – Human Health Risk Assessment (HHRA)

Consultant has detected relatively high pesticide concentrations in soil at the site. Those detected pesticides are the only chemical of concern. Soils on Caltrans Right-of-Way along with any hazardous soil will likely be removed and managed separately.

Consultant will use the results of the HHRA to select management options for non-hazardous pesticide impacted soil so that Consultant can determine the most cost-effective risk-control option for the site. Consultant will use the services of Enviro-Tox Services, Inc. (ETSI). Heriberto Robles Ph.D., Diplomat of the American Board of Toxicology, will serve as the toxicologist and risk assessor for the assessment.

ETSI proposes to conduct a HHRA for subject property. ETSI believes the assessment would be beneficial to (1) determine whether residual pesticides remaining in soil represent a threat to human health; (2) provide a basis for determining residual chemical levels that are adequately protective of public health, and; (3) determine whether risk-control measures should be implemented to protect future occupants of the site.

Specifically, the risk assessment will evaluate the potential for pesticides associated with the site to cause adverse effects on human health. The HHRA will evaluate potential health risks that could result from impacted soil reuse under three different soil reuse scenarios including:

- o Unrestricted soil reuse
- o Impacted soil reuse under one foot of clean soil, and;
- o Impacted soil reuse under pavement structure.

Risk assessment results can then be used by Consultant and WKE when considering appropriate risk management options (if any) for the site. Examples of risk management options that could be considered include no special management required, burial under clean soil, burial under pavement, or excavation and offsite disposal.

The risk assessment to be conducted for the subject property will evaluate human exposure to chemical residue by utilizing standard equations and methods developed by the U. S. Environmental Protection Agency (USEPA) and the California Environmental Protection Agency (Cal-EPA) for similar exposure conditions. Site-specific information regarding land use and receptors will be used to quantify exposures to the media of concern. A fate and transport

assessment will be performed concurrent with the risk assessment. The fate and transport model will be conducted to assess: (1) whether pesticide-impacted dust is likely to impact ambient air at the site, and (2) the degree and magnitude (if any) of potential impacts.

The risk assessment will include the selection of chemicals of potential concern (COPCs), use of critical toxicity factors (i.e., reference doses [RfDs] for non-carcinogens and slope factors for carcinogens) in estimating potential health risks. RfDs and cancer slope factors developed by the Cal-EPA and the USEPA will be used for estimating potential health risks.

A report detailing the results of this risk assessment will be prepared in a straightforward format. The report will include the justification for the selection of exposure pathways and assumptions necessary to support the estimation of potential risk. It is anticipated that a draft HHRA report will be prepared and submitted initially to Consultant for review. The report will then be submitted to Caltrans for review and comment.

The scope assumes that any regulatory oversight necessary for approval of the HHRA will be through Ventura County and not the Department of Toxic Substances Control (DTSC).

Item No. 6 - Task 1.1.6 – UPRR Funding Support

Overview

This is a federally funded project and UPRR's share and under the applicable provisions of Section 646.210 of the CFR Title 23 Highway will be 5% of the estimated cost of theoretical structure and approaches.

"646.210(c)(1); Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the appropriate state highway agency."

"646.210(c)(2) Where another facility, such as highway or waterway, requiring bridge structure is located within the limits of a grade separation project, the estimated cost of theoretical structure and approaches as described in 23 CFR 646.210(c)(1) to eliminate the railroad-highway grade crossing without considering the presence of the waterway or the highway."

The limits of theoretical structure and approaches for this project are essentially Rice Avenue for the number of lanes on the existing highway with current highway design standards of the State Highway Agency from touchdown on the north to the touchdown on the south with a bridge crossing over only the UPRR right of way and includes preliminary engineering, right of way and construction within the limits of the theoretical structure and approaches.

Task 1- UPRR COST SHARING

The cost sharing participation by UPRR for this project will be estimated by comparing the total project quantities for all project bid items and determining that portion of each bid item that fall within the eligible theoretical structure and approaches limits that are considered RR participating and non-participating.

1. Prepare an exhibit of the limits theoretical structure and approach ligible for UPRR cost sharing. Said exhibit to be reviewed and accepted by the project sponsors.
2. Prepare an excel spread sheet listing the total project cost including preliminary engineering, right of way and construction costs within the theoretical structure and approach limits. The construction costs for RR participating and non-participating

work will be included in excel spread sheet reflecting contract bid items and item costs.

3. Prepare a written summary documenting justification for the determination of RR participating and non-participating project costs, preliminary engineering, right of way and construction within the limits of the theoretical structure and approaches.

Deliverables.

- Exhibit defining limits of theoretical structure and approach limits eligible for UPRR cost sharing.
- Final Engineer's Estimated of project costs, RR participating and non-participating costs in excel spread sheet format.
- Written summary documenting justifications for RR participating and non-participating project costs.

These documents are intended to be utilized by the Agency in their negotiations with the UPRR Railroad for the Railroad's 5% estimated cost of theoretical structure and approaches.

WKE shall provide the preliminary engineering and right of way costs within the limits of the theoretical structure and approaches, including individual quantity determinations and unit prices for the theoretical structure and approach limits eligible for UPRR cost sharing. These bid items and unit costs shall correspond to the Engineers Estimate developed for the project.

GUIDA

Task 1

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer			DIVISIONS/LOCATIONS	
Guida Surveying			Ventura, CA	
Home Office Address			CONTRACT NO.	
601 South Figueroa St, Los Angeles CA 90017			RFP PW18-47	
Services to be Performed			TOTAL AMOUNT OF PROPOSAL	
Surveying Services			\$5,950.22	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost
Principal Land Surveyor	3	\$116.42	\$291	
Sr. Project Manager	0	\$82.05	\$0	
Project Manager	28	\$58.64	\$1,642	
Project Surveyor	0	\$57.66	\$0	
Project Analyst	0	\$46.57	\$0	
CADD Survey Technician	0	\$32.15	\$0	
CADD Operator	0	\$27.72	\$0	
PLS Party Chief (Union Field)	0	\$57.22	\$0	
Chainman (Union Field)	0	\$50.76	\$0	
Labor Cost	31		\$1,933	
Escalation	3%		\$0	
Total Direct Labor				\$1,933
2. Labor Overhead Rate	Rate			
	179.83%			
				\$3,476
3. Travel			Est. Cost (\$)	
a. Transportation			\$0	
b. Per Diem or Subsistence			\$0	
Total Travel				\$0
4. Subcontractors/Suppliers			Est. Cost (\$)	
			\$0	
Total Subcontractors/Suppliers				\$0
5. Other Direct Costs				\$0
6. General & Admin. Expense				\$0
7. Fee			10%	\$540.93
TOTAL ESTIMATED COST AND FEE				\$5,950.22

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking		\$0.00
\$0.545	Mileage 24 days 50 miles each way from LA		\$0.00
		3a. TOTAL	\$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$0.15	Printing (8.5"x11" Black & White)		\$0.00
\$0.45	Printing (11"x17" Black & White)		\$0.00
\$0.55	Printing (8.5"x11" Color)		\$0.00
\$0.75	Printing (11"x17" Color)		\$0.00
	Full Color Presentation Exhibits		\$0.00
		5. TOTAL	\$0.00
TYPE NAME AND TITLE		SIGNATURE	
Tim Fettig, PLS			
NAME OF FIRM		DATE OF SUBMISSION	
Guida Surveying			

HAMNER, JEWELL & ASSOCIATES

Tasks 2 & 3

FUGRO

Task 4

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer			DIVISIONS/LOCATIONS	
Fugro			Geotechnical	
Home Office Address			CONTRACT NO.	
4820 McGrath Street, Suite 100				
Services to be Performed			TOTAL AMOUNT OF PROPOSAL	
Additional Infiltration Testing			\$12,343.61	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost
Principal	5	\$244.98	\$1,225	
Associate	0	\$201.54	\$0	
Senior	6	\$170.55	\$1,023	
Senior Project	5	\$159.99	\$800	
Project	0	\$137.20	\$0	
Senior Staff	0	\$119.26	\$0	
Staff	60	\$105.05	\$6,303	
Staff GIS	2	\$151.23	\$302	
	0	\$0.00	\$0	
Labor Cost	78		\$9,654	
Total Direct Labor				\$9,654
2. Labor Overhead Rate	Rate			
				\$0
3. Travel			Est. Cost (\$)	
a. Transportation			\$0	
b. Per Diem or Subsistence			\$0	
Total Travel				\$0
4. Subcontractors/Suppliers			Est. Cost (\$)	
Total Subcontractors/Suppliers				\$0
5. Other Direct Costs				\$2,690
6. General & Admin. Expense				\$0
7. Fee (Included in fully marked up rates)				
TOTAL COST AND FEE TO COMPLETE PROJECT				\$12,343.61

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
		3a. TOTAL	\$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$520.00	Well Materials Storage	1	\$520.00
\$750.00	Water Tank	1	\$750.00
\$1,420.00	Lab Testing	1	\$1,420.00
		5. TOTAL	\$2,690.00
TYPE NAME AND TITLE			
NAME OF FIRM		DATE OF SUBMISSION	
Fugro		January 25, 2021	

Fugro

TASK	DESCRIPTION	FIRM	Principal	Associate	Senior	Senior Project	Project	Senior Staff	Staff	Staff GIS	TOTAL HOURS	COST TO COMPLETE
Project Billing Rate (Burdened)		Project Average	\$244.98	\$201.54	\$170.55	\$159.99	\$137.20	\$119.26	\$105.05	\$151.23		
5.1b	Percolation Testing (4 Locations)		5	0	6	5	0	0	60	2	78	\$9,654
5.1f	Additional Percolation Testing	Fugro	5	0	6	5	0	0	60	2	78	\$9,654
SUBTOTAL - Task 5 - Geotechnical Investigation			5	0	6	5	0	0	60	2	78	\$9,654
TOTAL												\$9,653.61

GROUP DELTA

Task 5

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer			DIVISIONS/LOCATIONS	
Group Delta			Environmental	
Home Office Address			CONTRACT NO.	
32 Mauchly, Suite B, Irvine, CA 92618				
Services to be Performed			TOTAL AMOUNT OF PROPOSAL	
Additional Testing for Hazardous Materials - Human Health Risk Assessment (HHRA)			\$34,916.98	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost
Principal	10	\$91.00	\$910	
Associate	20	\$63.47	\$1,269	
Senior	20	\$45.00	\$900	
Project	0	\$38.87	\$0	
Staff	26	\$31.73	\$825	
Technician	0	\$32.57	\$0	
Draftsperson	4	\$34.37	\$137	
Project Support	0	\$29.48	\$0	
	0	\$0.00	\$0	
Labor Cost	80		\$4,042	
Escalation	3%	Per 10-H	\$121	
Total Direct Labor				\$4,163
2. Labor Overhead Rate	Rate			
	137.30%			
				\$5,716
3. Travel			Est. Cost (\$)	
a. Transportation			\$0	
b. Per Diem or Subsistence			\$0	
Total Travel				\$0
4. Subcontractors/Suppliers			Est. Cost (\$)	
Spectrum - Geophysical			\$0	
ABC Liovin - Drilling			\$0	
AIS - Drum Disposal			\$0	
Asset Labs - Laboratory			\$0	
Eco-Rental or Pine - Equipment Rental - GPS, Methane Meter, H2S Meter, PID			\$0	
Statewide - Traffic Control			\$0	
Statewide - Traffic Plans			\$0	
Enviro-Tox Services, Inc. (Board certified toxicologist and risk assessor)			\$24,000	
Total Subcontractors/Suppliers				\$24,000
5. Other Direct Costs				\$50
6. General & Admin. Expense				\$0
7. Fee		10%		\$988
TOTAL COST AND FEE TO COMPLETE PROJECT				\$34,916.98

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
\$10.00	Parking	0	\$0.00
\$0.580	Mileage	0	\$0.00
		3a. TOTAL	\$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$4,800.00	Oxnard Encroachment Permit	0	\$0.00
\$800.00	Ventura County Encroachment Permit	0	\$0.00
\$3,500.00	Caltrans Encroachment Permit	0	\$0.00
\$135.00	Oxnard Boring Permit	0	\$0.00
\$650.00	Ventura County Boring Permit	0	\$0.00
\$25.00	FedEx	2	\$50.00
\$75.00	PPE & Sampling Supplies (gloves, baggies, ice)	0	\$0.00
\$180.00	Lodging (Nights)	0	\$0.00
\$7,500.00	UPRR Related Fees (Access, Insurance)	0	\$0.00
		5. TOTAL	\$50.00
TYPE NAME AND TITLE Glenn Burks, PhD, PE - Principal & Director of Environmental Services			
NAME OF FIRM		DATE OF SUBMISSION	
Group Delta		November 2, 2020	

Group Delta

TASK	DESCRIPTION	FIRM	Principal	Associate	Senior	Project	Staff	Technician	Draftsperson	Project Support	TOTAL HOURS	COST TO COMPLETE
Project Billing Rate (Burdened)		Project Average	\$244.66	\$170.65	\$120.99	\$104.51	\$85.31	\$87.57	\$92.41	\$79.26		
TASK 5 - GEOTECHNICAL INVESTIGATION												
5.1	Geotechnical and Foundation Reports		10	20	20	0	26	0	4	0	80	\$10,867
5.1f	Additional Testing for Hazardous Materials - Human Health Risk Assessment	Group Delta	10	20	20	0	26	0	4	0	80	\$10,867
SUBTOTAL - Task 5 - Geotechnical Investigation			10	20	20	0	26	0	4	0	80	\$10,867
SUBTOTAL Design Phase (Tasks 1 thru 6)			10	20	20	0	26	0	4	0	80	\$10,867
SUBTOTAL Construction Phase (Task 7)			0	0	0	0	0	0	0	0	0	\$0
SUBTOTAL Other Direct Cost			0	0	0	0	0	0	0	0	0	\$50
SUBTOTAL Subconsultants			0	0	0	0	0	0	0	0	0	\$24,000
TOTAL			10	20	20	0	26	0	4	0	80	\$34,916.98

DOUGLAS ENGINEERING

Task 6

CONTRACT PRICING PROPOSAL					
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks					
Name of Proposer Douglas Engineering			DIVISIONS/LOCATIONS Redlands, CA		
Home Office Address 414 Tennessee Street, Suite G, Redlands, CA 92373-8152			CONTRACT NO. RFP PW18-47		
Services to be Performed CPUC & Railroad Coordination			TOTAL AMOUNT OF PROPOSAL \$10,006		
DETAILED DESCRIPTION OF COST ELEMENTS					
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost	
Project Manager	4	\$85.00	\$340		
Engineering Tech	68	\$42.00	\$2,856		
Engineering Tech CAD	18	\$42.00	\$756		
Labor Cost	90		\$3,952		
Total Direct Labor				\$3,952	
2. Labor Overhead Rate	Rate				
	130.17%				
				\$5,144	
3. Travel			Est. Cost (\$)		
a. Transportation			\$0		
b. Per Diem or Subsistence			\$0		
Total Travel				\$0	
4. Subcontractors/Suppliers			Est. Cost (\$)		
Total Subcontractors/Suppliers				\$0	
5. Other Direct Costs				\$0	
6. General & Admin. Expense					
7. Fee			10%	\$910	
TOTAL ESTIMATED COST AND FEE				\$10,005.95	

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking		\$0.00
\$0.545	Mileage	0	\$0.00
		3a. TOTAL	\$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$0.10	Printing (8.5"x11" Black & White)	0	\$0.00
	Printing (11"x17" Black & White)		\$0.00
	Printing (8.5"x11" Color)		\$0.00
	Printing (11"x17" Color)		\$0.00
	Full Color Presentation Exhibits		\$0.00
		5. TOTAL	\$0.00
TYPE NAME AND TITLE		SIGNATURE	
Douglas H Mays, President			
NAME OF FIRM		DATE OF SUBMISSION	
Douglas Engineering		April 12, 2021	

DESCRIPTION			Project Manager	Engineering Tech	Engineering Tech CAD							TOTAL HOURS	COST
Project Billing Rate (Burdened) for 1/1/18 to 12/13/19		Project Average	\$215.21	\$106.34	\$106.34								
1.1-1	Coordination/Administration	WKE	0	0	0	0	0	0	0	0	0	0	\$0
1.1-1a	Coordination and Meetings	WKE										0	\$0
1.1-1b	Administration	WKE										0	\$0
1.1-1c	Site Visits	WKE										0	\$0
1.1-1d	Maintain Project Files/Document Control	WKE										0	\$0
1.1-1e	Subconsultant Coordination & Contracts/Agreements	WKE										0	\$0
1.1-2	Work Plan	WKE										0	\$0
1.1-3	Project Schedule	WKE										0	\$0
1.1-4	Monthly Progress Reports and Invoices	WKE										0	\$0
1.1-5	Quality Assurance and Quality Control Plan	WKE										0	\$0
1.1-6	UPRR Funding Support	DE	4	68	18							90	\$10,005.95
	SUBTOTAL Task 1 - Project Management		4	68	18	0	0	0	0	0	0	90	\$10,005.95
2.1	65% PS&E SUBMITTAL	Various	0	0	0	0	0	0	0	0	0	0	\$0
2.2	95% PS&E SUBMITTAL	Various	0	0	0	0	0	0	0	0	0	0	\$0
2.3	100% PS&E SUBMITTAL	Various	0	0	0	0	0	0	0	0	0	0	\$0

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of April, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and WKE, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on July 24, 2018 and by a First Amendment on June 4, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, Exhibits A and A-1 are supplemented by Exhibit A-2, which is attached hereto and incorporated herein by reference.
2. In Section 14(a) of the Agreement, the figure "\$5,852,200.28," is deleted and hereby replaced by the figure, "\$8,909,080.94."
3. In Section 14(b) of the Agreement, Exhibits C and C-1 are supplemented by Exhibit C-2, which is attached hereto and incorporated herein by reference.
4. 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

WKE, INC.

 4/21/20
☒ Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

 3/4/2020
Wei Koo, President Date
 3/5/2020
Carlos Cadena, Senior Vice President Date

ATTEST:

 4/22/20
Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

 3-3-2020
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.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 4th day of June, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and WKE, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 24, 2018, by City and Consultant.

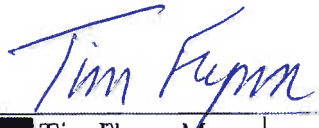
City and Consultant agree as follows:

1. In Section 1 of the Agreement, Exhibit A is amended to include Exhibit A-1; attached hereto and incorporated herein.
2. In Section 14(a) of the Agreement, the figure "\$5,362,125.51" is deleted and hereby amended to "\$5,852,200.28."
3. In Section 14(b) of the Agreement, Exhibit C is amended to include Exhibit C-1; attached hereto and incorporated herein..
4. 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

 6/4/19

☒ Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

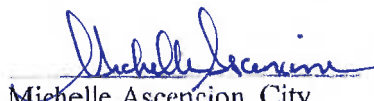
WKE, INC.

 5/9/19

Carlos Cadena,
Senior Vice President

 5/9/19
Wei Koo, President Date

ATTEST:

 6/4/19
Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

 5/8/19
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.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 24th day of July, 2018, by and between the City of Oxnard, a municipal corporation ("**City**"), and WKE, Inc. ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties.**"

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Services**" or collectively the "**Project**"). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

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

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Debbie O'Leary, Transportation Planner ("**Manager**"), subject to the direction of the City Manager or Public Works Director.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated herein by this reference. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Carlos Cadena as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular requirements.

12. Term of Agreement

This Agreement shall begin on July 24, 2018, and expire on June 30, 2022.

13. Termination

This Agreement may be terminated by City for cause or convenience and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice; however, if the City terminates the Agreement due in any part to a

termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$5,362,125.51 for the Services at rates provided in **Exhibit C** attached hereto and incorporated herein by this reference.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not "back-charge" Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant

shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.* and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

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

b. Consultant acknowledges that this is a federally- and State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents will be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

a. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section 19 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or

other written material from its subcontractors upon a request by the State Auditor and/or City.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records will be maintained, and audits will be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review

Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

- a. Whether the Project is proceeding on schedule and within budget;
- b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;
- c. Major construction accomplishments during the month and/or quarter;
- d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;

- e. The status of the Project budget; and
- f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress will include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System

Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof will be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

23. Hold Harmless, Indemnity and Defense

a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the "**Indemnified Party**") from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful omission or misconduct of Consultant, or its employees, agents or

subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant (excluding City) are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. 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 Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

c. For services under both sections 23a and 23b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

24. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

25. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

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

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

d. Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

26. Conflict of Interest

a. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement

This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

28. Successors and Assigns

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

29. Fair Employment Practices

a. All persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. During the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant shall state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and specifications for such facilities to the provisions of California Government Code sections 4450

and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

34. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

35. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

36. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title 23

Code of Federal Regulation [“CFR”] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines, Trade Corridors Enhancements Program [“TCEP”] Guidelines, Local Partnership Program [“LPP”] Guidelines, Solutions for Congested Corridors Program [“SCCP”] Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code [“PCC”] 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, and if Consultant already expended such funds on subcontractors, vendors or otherwise. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition 18, Proposition 1A, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment

Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it will notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

40. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

41. 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 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.

42. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

43. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

44. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to WKE, Inc., 400 N. Tustin Avenue, Suite 275, Santa Ana, CA 92705, Attention: Carlos Cadena.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

46. Amendment

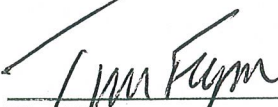
City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

47. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

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

CITY OF OXNARD



Tim Flynn,
Mayor

9/10/18
Date

WKE, INC.



Carlos Cadena,
Senior Vice President

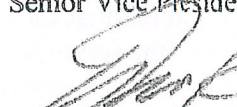
9/6/18
Date

APPROVED AS TO FORM:



Stephen M. Fischer,
City Attorney

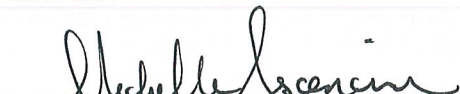
9/6/18
Date



Wei Koo, President

9/6/2018
Date

ATTEST:



Michelle Ascension, City Clerk

9/10/18
Date

* The City Manager is authorized to execute this Agreement pursuant to City Council authorization on July 24, 2018.

For any contract with a corporation, the City requires the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer. If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

SCOPE OF SERVICES

Solicitation # PW18-47
City Project 133101

Scope of Work:

The scope of services for this project includes providing final design for the Rice Avenue/ Fifth Street Grade Separation Project, from 30% design to completed bid-ready contract documents, including the bid proposal, plans, specifications, estimate, and permits. The services include preparing a PS&E package, utility coordination and design, and providing Right of Way Engineering and Acquisition on the City's behalf. Consultant will provide the necessary design, technical review, and support services consistent with bridge design, roadway design, railroad and CPUC permitting, and the California Department of Transportation (Caltrans) Local Assistance approval process. A portion of Fifth Street is within State Right of way, thus all portions of the project within State right of way will be designed in accordance with Caltrans criteria, and coordinated with Caltrans. The Scope of Work assumes the City will Advertise, Award, and Administer the project under the oversight of Caltrans Local Assistance.

Task 1 – Project Management

Following the Notice to Proceed (NTP), Consultant will prepare and submit a detailed work plan for the project. The work plan will provide details on all the tasks and subtasks identified by the Consultant and the City of Oxnard (City) and will be utilized for reporting purposes for grant funding.

In addition to the work plan, Consultant will develop a project schedule which will reflect all project milestones, review periods, and meetings. Consultant will be required to attend meetings for kickoff, 65% review, 95% review, and 100% review. Consultant may be required to attend additional meetings as necessary to complete the work. Both the work plan and schedule will be updated on a regular basis to reflect any changes to scope, schedule, etc., if any.

The Consultant will coordinate and participate in monthly Project Development Team (PDT) meetings with City staff and stakeholder representatives and at interim periodic Project milestones, as necessary. Meeting agendas for the planned meeting and summaries/notes from the previous meetings will be prepared by the Consultant at each meeting and distributed to the Project Manager and other attendees. An action item list and a status of project deliverables will be updated on an ongoing basis and be made available for each PDT meeting.

The Consultant will provide monthly invoices for work performed. The Consultant will prepare brief monthly progress reports to record ongoing progress on the project and to support the invoices submitted to the City for payment. Reports will include an explanation of tasks accomplished for the month, deliverables finished/submitted, anticipated tasks/progress for the next month, pending issues and schedule completion target dates (updated Project schedule).

The Consultant will plan for and ensure Quality Assurance and Quality Control (QA/QC) during the entire project. Designs, calculations, deliverables, and other work will be independently verified to ensure accuracy.

Deliverables:

- *Work plan (Project Management Plan)*
- *Project schedule*
- *Meetings*
- *Meeting agendas*
- *Meeting notes with action items list*

Solicitation # PW18-47
City Project 133101

- *Monthly progress reports*
- *Monthly invoicing*
- *QA/QC plan.*

Task 1.1-1 – Coordination/Administration

Meetings with affected parties will be held to discuss issues pertinent to analysis, design, and effects of the Project. During these meetings, the City and Caltrans may provide direction for development of the PS&E.

Consultant will participate in the following meetings:

Project Development Team (PDT) Meetings with the City and Caltrans will be held on a monthly basis to discuss policy, procedural and freeway-specific issues. Consultant will bring progress plans as appropriate. No special presentation materials will be required.

Agency Coordination/Technical Workshop Meetings will be held as needed to discuss technical issues with specific agencies. Consultant will bring progress plans as appropriate. No special presentation materials will be required. Collateral material may be black and white.

Right-of-Way Coordination Meetings will be held before starting work between Consultant, the City and Caltrans

Constructability Workshop Meetings will be held with the City and Caltrans to present, discuss and resolve constructability issues to minimize construction change orders. Consultant will present progress plans and specifications prior to the 65% and 95% submittals. Provide special presentation materials as needed to convey and resolve constructability issues.

Deliverables:

Following are the meeting materials which Consultant will be responsible for preparing and providing:

- *Notices*
- *Agendas*
- *Handouts*
- *Minutes*
- *Progress plans*

Following are administrative duties which will be performed by Consultant:

- Supervise subcontractors, coordinate, and monitor work for conformance with Caltrans standards and policies.
- Apply for and obtain Caltrans encroachment permits necessary for Consultant to be on the jobsite.
- Apply for and obtain City approvals and permits as required.
- Prepare, circulate, and file correspondence and memoranda as appropriate.
- Prepare and update Project Risk Register, including Risk Register Certification Form.
- Maintain Project files using the Caltrans Uniform File System.
- Thirty days after Notice to Proceed, Consultant will submit the Project Master Schedule to the City and Caltrans Project Managers.

Task 1.1-2 – Work Plan

Consultant will prepare a Project Management Plan. Within thirty (30) days of receiving Notice to Proceed, Consultant will prepare a Project Management Plan for this PS&E, including a Communication Plan and a Risk Management Plan.

Deliverables:

- *Project Management Plan*

Task 1.1-3 – Project Schedule

Consultant will submit an initial Project Master Schedule. Following approval by the City, this schedule will become the Project Schedule. The approved Project Schedule will be displayed on the Project Master Schedule updates. The following elements must be included by Consultant in the Schedule:

- Work items and deliverables identified in accordance with a Work Breakdown Structure (WBS) as developed by Consultant and approved by the City
- Work items of agencies and other third parties that may affect or be affected by Consultant's activities
- Schedule will provide adequate time for the City to review, based on standard practices.
- Resource loading of work items in work hours to show the effort required to perform the work. Resource loading will be used to develop plan and actual progress curves
- The Project Master Schedule will include all data necessary to represent the total Project and the critical path will be clearly identified
- The order, sequence, and interdependence of significant work items will be reflected on the Project Master Schedule
- The following list of major tasks will be used to develop the Project Master Schedule:

Task 1 – Project Management

Task 2.1 – 65% PS&E Submittal

Task 2.2 – 95% PS&E Submittal

Task 2.3 – 100% PS&E Submittal

Task 2.4 – Right-of-Way Documentation and Engineering

Task 3.1 – 65% Specifications

Task 3.2 – 95% Specification

Task 3.3 – 100% Specifications

Task 4.1 – 65% Engineer's Estimate

Task 4.2 – 95% Engineer's Estimate

Task 4.3 – 100% Engineer's Estimate

Task 5 – Geotechnical Investigations

Solicitation # PW18-47
City Project 133101

Task 6 – Permitting

Task 7 – Bid and Construction Support

Major tasks should be broken down into subtasks as warranted.

Consultant will submit a copy of the Project Master Schedule to the City Project Manager for review and approval and a copy to Caltrans for information. Monthly schedule updates will be part of the Progress Report.

Task 1.1-4 – Monthly Progress Reports and Invoices

At the end of each month, Consultant will provide a detailed monthly Progress Report on the progress of the work performed that month with specific activities including dates of meetings and Consultant participation; progress of tasks; and list of and tasks completed that month.

Consultant will submit one copy of the Progress Report to the City Project Manager attached to the monthly Project Schedule update.

The narrative portion of the monthly Progress Report will describe overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes. The report will also include a description of the work anticipated for the next month.

Progress of tasks will be discussed relative to the Project Schedule. All scheduled tasks will be updated to reflect current percent complete. If the latest completion time for a significant work item does not fall within the time allowed by the original Project Schedule, the sequence of work and/or duration will be revised by Consultant through concurrent operations, additional staffing or overtime, until the resultant schedule indicates that all significant project completion dates will be met. The target schedule will be displayed on the updated Project Schedule.

Consultant will submit the monthly Progress Report as part of the invoice package and also as an attachment to the monthly Project Schedule update.

Task 1.1-5 – Quality Assurance and Quality Control Plans

Consultant will prepare, implement and maintain a Quality Assurance and Quality Control Plan (QA/QC Plan) throughout the services under this Agreement. The QA/QC Plan will establish Quality Assurance and Quality Control processes and procedures; describe how the quality of the work products will be managed to minimize or eliminate errors and omissions; ensure that all design reports, studies, plans, specifications, quantities, estimates and other design documents are complete, accurate, consistent, checked, and reviewed; and will be prepared to an acceptable quality of the City.

The City encourages a commitment to quality throughout the preparation of Plans, Specifications & Estimates (PS&E) for the project.

At a minimum, the QA/QC Plan will address the following:

1. Quality Commitment: management commitment and message to achieve a quality culture and promote quality practices throughout the project delivery process.
2. Project Initiation and Early Activities: Ensure that the proper design criteria, guidelines, standards, specifications, directives, etc. are properly implemented throughout the entire

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Design Team at all times. Ensure that all field activities use equipment that is properly maintained and calibrated in accordance with the manufacturer's guidelines.

3. QA Manager: Commit a Quality Assurance Manager to the project who is qualified to implement the QA/QC Plan and oversee the QA/QC Plan compliance and conformance of the entire project team, conduct internal surveillances and audits of the entire design team, monitor quality performance, identify when and where corrective action is required, follow up on corrective action to ensure compliance, and actively engage in the City surveillances and audits. QA Manager will identify critical reviews in the Project Master Schedule.
4. Quality Control:
 - a. Provide the Quality Control Processes for checking and reviewing design documents. A discipline review will precede the inter-discipline review but the constructability review maybe sequential with the inter-discipline review.
 - b. Provide Quality Control Procedures for complete and independent checking, back checking, correction and verification of all types of calculations, drawings, reports, specifications, quantities and estimates. Establish an appropriate means to avoid conflicts and misalignments between existing facilities and proposed improvements. Provide checklists and ensure use when performing the quality control reviews.
 - c. Maintain a communication plan to adequately and consistently interface with the internal development of the design within all disciplines of work and all external stakeholders.
 - d. Maintain a review comment tracking system that encourages complete resolution of all comments and prevents any review comment from not being resolved.
 - e. Maintain and Action Item Register from the beginning of the project throughout the completion of the approved final design.
 - f. Maintain a Risk Identification, assessment and mitigation log from the beginning of the project. Note all design assumptions as a risk on the log and consider each risk as part of the contingency planning.
5. Quality Assurance:
 - a. Each deliverable will be verified and certified by the QA Manager and Project Manager as being prepared and checked in accordance with the approved QA/QC Plan. A QA Certification will accompany each submittal.
 - b. Identify critical reviews in the Project Master Schedule.
 - c. The Quality Assurance Manager will demonstrate that he/she is qualified to implement the QA/QC Plan.
6. Document Control:
 - a. Establish an electronic Document Management System that will be used to maintain and store project files and quality records.
 - b. Drawing quality records will be marked clearly as being checked, signifying that the preparation of the work products followed the QA/QC Plan established for the project.
 - c. Quality records and documentation will be maintained and provided to the City upon request.

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- d. Maintain interface documentation, meeting notes and correspondence.
7. Demonstrate how Project Management, production and Quality Management will cooperate with and participate in QA surveillances, audits and other monitoring performed by the City. Provide documentation to the City in advance of any planned QA surveillance or audit, as requested.
8. Implementation and Training: Ensure that Consultant and subconsultant staff are trained to properly implement, execute and maintain the approved QA/QC Plan processes and procedures. Maintain a training log of materials and attendees.

Within 30 days of receiving the Notice to Proceed, Consultant will submit a complete Design Quality Management Plan for review and approval by the City. The QA/QC Plan must be approved prior to all submittals.

Deliverables:

- 1 electronic copy of the QA/QC Plan

Task 2 – Plan Preparation

Consultant will prepare and submit plans at 65%, 95%, and 100% design completion. Plans will be submitted to the City of Oxnard, County of Ventura (County), Caltrans and all other agencies having jurisdiction for review and comment. All work products will be delivered in file or data formats compatible with City systems. The City will be copied on all correspondence. The anticipated plans required for the project include:

- Roadway (Typical Cross Sections, Layouts and Profiles/Superelevation diagrams)
- Construction Details
- Railroad Grade Crossing
- Storm Water Pollution Prevention/Erosion Control Plans
- Contour Grading
- Drainage
- Utilities
- Stage Construction/Traffic Handling Pavement Delineation/Signing
- Landscaping
- Signal and Lighting/Electrical
- Structural (Bridge, Retaining Walls, etc.)

Plans will be prepared using Caltrans Plans Preparation Manual format with City of Oxnard title block, Arch D 24" x 36". Plans will be prepared in English units using the Caltrans Highway Design Manual 6th Edition, California Manual on Uniform Traffic Control Devices, Caltrans Bridge Manual, Caltrans Bridge Design Aids Manual, and 2015 Caltrans Standard Plans and Standard Specifications. Final plans will be submitted on mylar to the City.

Submittal milestones for each bid package will be as described below:

- 65% PS&E
- 95% PS&E
- 100% PS&E
- Right-of-Way documentation and engineering

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- Bid-ready Plans, Specifications & Estimates
- Permits for Construction
- Resident Engineer's file
- Record Drawings

All final surveys, studies, calculations, designs, reports, maps, legal descriptions, plans, specifications, and estimates will include all original documents with seals and wet-signed signatures by registered professional land surveyors, engineers or architects licensed in the State of California.

Deliverables:

65%, 95%, and 100% design plans (including all studies/quantities and calculations)

Final Mylars

Task 2.1 – 65% PS&E SUBMITTAL

Task 2.1-1 – Roadway Plans

Consultant will incorporate the 35% submittal, prepared during PA/ED Phase, into the roadway plans and estimates.

Deliverables:

- *65% Title Sheet*
- *65% Typical Cross Sections*
- *65% Key Map and Line Index*
- *65% Layout Plans*
- *65% Profiles and Superelevation Diagrams*
- *65% Construction Details*
- *65% Contour Grading*
- *65% Summary of Quantities*

Consultant will perform surveys and mapping work for necessary control surveys, preliminary design data surveys and photogrammetric surveys commensurate with this component of the project as well as preliminary property boundary assessments, determination of status of existing preliminary ROW and its grid positioning, and associated land net mapping.

Deliverables:

- *65% Project Plans*

Task 2.1-2 – Drainage Plans

Consultant will prepare a final drainage report to address the existing drainage condition and the proposed mitigation and design. This report will consider both onsite and offsite systems. Consultant will prepare drainage plans, profiles, and quantities based on the drainage report. The drainage, temporary water pollution control, and erosion control plans will be prepared in accordance with Caltrans Standard Drainage Plans and Quality Sheets guidance. Consultant will also prepare temporary drainage plans where needed.

Deliverables:

- *65% Drainage Report*
- *65% Drainage Plans, Profiles, Details, and Quantities*
- *65% Water Pollution Control Plans*

- 65% Temporary Drainage Plans

Erosion Control (Planting Plans)

Consultant will prepare a Schematic Landscape Plan based on information gathered during the kick-off meeting and site visit. The plan will consist of a proposed plant palette, landscape concept design, and sample materials for hardscape and softscape finishes, if appropriate. The plan will be submitted to the City for review and approval. Upon approval, the schematic plan, incorporated with any comments received will be developed into the 65% landscape plans.

Deliverables:

- Schematic Landscape Plan

Consultant will assist in selecting an appropriate plant palette, or hydroseed mix for the Best Management Practices (BMP) areas throughout the project. Planting Plan sheets will show the location and quantities of proposed plant materials based on an approved Schematic Landscape Plan.

Deliverables:

- Plant palette
- 65% Planting Plans, Legend, Notes, Details.

Task 2.1-3 – Stage Construction, Detours, and TMP

Consultant will prepare stage construction traffic handling plans, and detour plans for each stage of the construction. Construction signs will follow Caltrans Standard plans and 2014 California Manual of Uniform Traffic Control Devices (CA MUTCD) guidelines. The detour plans will consider impact to traffic circulation within local streets due to current active City projects that may be under construction during the construction of this project. Consultant will prepare Transportation Management Plan based on the traffic analysis and construction staging. Consultant will identify construction phase detours and prepare lane closure charts.

Deliverables:

- 65% Transportation Management Plan
- 65% Stage Construction CAS and Index
- 65% Stage Construction Plans
- 65% Stage Construction Details
- 65% Stage Construction Quantity Sheets
- 65% Traffic Handling Plans and Details
- 65% Detour Traffic Signal and Rail Crossing

Task 2.1-4 – Pavement Delineation Plans

Consultant will prepare pavement delineation plans to identify locations of painted and thermoplastic stripes and markings, pavement markers, and delineators.

Deliverables:

- 65% Pavement Delineation Plans, Details, and Quantities

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Task 2.1-5 – Sign Plans

Consultant will prepare Sign Plans for the project area. These plans will be prepared at a 1" = 50' scale using field review data, proposed improvement plans, and available as-builts. The plans will include sign callouts, details, and quantities based upon Caltrans Plans Preparation Manual

Deliverables:

- 65% Sign Plans, Details, and Quantities

Task 2.1-6 – Electrical Lighting, Signals

Consultant will prepare electrical plans using field review data, proposed improvement plans, and available as-builts. Caltrans symbology will be used, and the plans will conform to City and Caltrans requirements. Consultant will prepare traffic signal plans for the connector intersections on 5th Street and SR 34. The plans will be at a scale of 1" = 20' and will include the required intersection safety lighting.

Deliverables:

- 65% Traffic Signal Plan, Details, and Quantities

Consultant will prepare the PS&E for the following lighting systems in conjunction with the design of the Project:

Lighting design will consist of new and relocated lighting between Sturgis Road and the new bridge over 5th Street and between the new bridge and the southerly improvements on Rice Avenue

- 5th Street and SR 34 Lighting - the design will consist of new lighting on 5th Street and SR 34 between the limits of the westerly and easterly improvements
- Rice Avenue Bridge Lighting – the design will include lighting using standard or decorative poles and luminaires on the new bridge (proposed to provide uniform lighting levels along Rice Avenue)
- Eastman Avenue – the design will consist of the lighting modification for the new cul-de-sac
- Temporary Detour Lighting – which will include lighting at critical points along the detours during Stage 1 and Stage 3B
- Prepare signal interconnect conduit for 5th Street and Rice Avenue
- Provide electrical service for up to three irrigation control.

This scope includes coordination as needed with SCE to establish new service points.

Plans will be prepared in accordance with the Caltrans Plans Preparation Manual.

Deliverables:

- 65% Rice Avenue and SR 34 Lighting
- 65% 5th Street Lighting
- 65% Eastman Avenue Street Lighting
- 65% Temporary Lighting (Stage 1)
- 65% Temporary Lighting (Stage 3B)
- 65% Bridge Lighting
- 65% Signal Interconnect
- 65% Irrigation Controller

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Task 2.1-7 – Irrigation & Planting Plans

Upon approval of the Schematic Landscape Plan, Consultant will prepare the 65% plans. The irrigation removal plans will be based on existing irrigation as-built drawings.

Deliverables:

- 65% Irrigation Removal Plans, Legend, Notes, Details

Consultant will prepare 65% Irrigation Plans.

Deliverables:

- 65% Irrigation & Planting Plans, Details, Legend, Notes, Details.

Consultant will prepare irrigation and planting quantities sheets.

Deliverables:

- 65% Irrigation and planting Quantity Sheets

Task 2.1-8 – Bridge Plans (Unchecked Details)

Consultant will prepare layout plans and structural details for Rice Avenue Overcrossing. Consultant will also prepare draft technical special provisions for the bridges as part of Task 3.

Bridge design will be in accordance with Caltrans Seismic Design Criteria, Bridge Design Specifications, Memos to Designers and Bridge Design Details Manual. Details and construction specifications will be prepared in accordance with Caltrans Standard Plans, Standard Specifications, and Standard Special Provisions. Bridge clearances will conform to BNSF, SCRR and Metrolink grade separation design criteria.

Consultant will update the bridge General Plan estimate to verify its ongoing validity.

Consultant will develop conceptual illustrations for the structural aesthetics of the bridge and retaining walls. Structural elements include bridge railing, bridge barrier, wing wall and abutment wall.

Deliverables:

- Unchecked Structure Plans and Details

Task 2.1-9 – Retaining Wall Plans

Consultant will prepare retaining wall layout plans, profiles and structural details for the walls specified along the project route. Plans will incorporate aesthetic details for the walls.

Consultant will prepare draft technical special provisions for the retaining walls as part of Task 3.

Deliverables:

- Retaining Wall Keymap
- Retaining Wall Plans, Details, and Quantities (5 Walls)

Consultant will prepare the Structure Type Selection documents and General Plan sheets for all non-standard walls to comply with the most current Caltrans guidelines. The format will conform to Caltrans latest OSFP Information and Procedures Guide.

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The Type Selection Report will include a discussion of foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements and alternatives, and construction cost and staging. In addition, Consultant will develop an order-of-magnitude construction cost estimate. Anticipated construction methods will be identified in the Type Selection process and coordinated with the final Project geometry. Consultant will prepare the Bridge Site Data Submittal (BSDS) documents per Caltrans requirements to support the Type Selection Report.

Consultant will submit Type Selection documents to the Caltrans Office of Special Funded Projects (OSFP) for review and approval. Consultant will attend a Type Selection Meeting in Sacramento and revise the Type Selection Report to incorporate any comments received.

Deliverables:

- *Structure Type Selection Report, Retaining Wall General Plans for each non-standard wall.*

Consultant will facilitate and attend a Type Selection review meeting at Caltrans Headquarters in Sacramento to finalize structure type, foundations, seismic design, aesthetics, and traffic handling plans for each non-standard retaining wall.

Consultant will summarize and submit meeting proceedings to the liaison engineer within one week for written Type Selection approval. The meeting summary may update or supplement the Type Selection Report.

Deliverables:

- *Meeting summary in a memorandum*

Task 2.1-10 – Utility Plans

Consultant will collect and review available documents including, but not limited to, utility as-built drawings within the project site, the geotechnical investigation for the project and any others within the project site, City water and sewer master plan documents and other relevant reports and documentation. Once data collection, disbursement and review have been completed by the Consultant, a site visit will be made. An internal review meeting to discuss results/issues resulting from the site visit and existing data review will be held.

Consultant will conduct a field reconnaissance of the project site. This field work will allow the project team to become familiar with the project area and the project needs and requirements. The field reconnaissance will verify data obtained and reviewed, verify surface features etc. and help assure the design will accommodate actual field conditions.

Consultant will prepare utility plans in conformance with Caltrans Plans Preparation Manual on Caltrans title block. Plans will be prepared in English units using the Caltrans Highway Design Manual 6th Edition and 2015 Caltrans Standard Plans and Standard Specifications.

Consultant will prepare relocation plans and profiles in conformance with Caltrans Plans Preparation Manual format with City of Oxnard title block, Arch D 24" X 36". Plans will be prepared in English units using the Caltrans Highway Design Manual 6th Edition and 2015 Caltrans Standard Plans and Standard Specifications.

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Consultant anticipate the drawings for the water and Sewer utility relocations will include the following sheets:

Deliverables:

- 20 Potholes
- 65% Utility Plans
- 65% Utility Conflict Matrix
- 65% City Sewer Line Relocation Plans and Profiles
- 65% City Water Line Relocation Plans and Profiles
- 65% United Water Conservation District Water Line Relocation Plans and Profiles
- 65% City 36" Sewer Line South of State Route 34 Relocation Plans and Profiles

Task 2.1-12 – Storm Water Data Report

Consultant will prepare a Storm Water Data Report (SWDR) to address storm water quality (NPDES & Caltrans) requirements.

Deliverables:

- 65% Storm Water Data Report

Task 2.1-13 – Constructability Review

Consultant will perform a constructability review of 65% Submittal.

Task 2.1-14 – QA/QC

Consultant will conduct Quality Assurance/Quality Control reviews on 65% Submittal based on requirements included in the QA/QC Plan.

Task 2.2 – 95% PS&E SUBMITTAL

Task 2.2-1 – Update Roadway Plans

This submittal will include comments, reviews, coordination efforts, and updated information. Consultant will update all 65% roadway plans and will provide quantity sheets with updated Special Provisions and BEES estimate per Task 3 and 4. Any Revised and/or New Standard Plans developed by Caltrans will be included with Consultant's Plan submittal. All quantities will be independently checked and all issues raised by independent quantity checker(s) will be resolved prior to the submittal. The estimate will reflect checked and resolved quantities.

Deliverables:

- 95% Title Sheet
- 95% Typical Cross Sections
- 95% Key Map and Line Index
- 95% Project Control Plans
- 95% Layout Plans
- 95% Profiles and Superelevation Diagrams
- 95% Construction Details
- 95% Contour Grading
- 95% Summary of Quantities

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Task 2.2-2 – Update Drainage Plans

Consultant will update the drainage plans, water pollution control plans, temporary drainage plans, and planting plans based on comments received from all involved agencies.

Deliverables:

- 95% *Drainage Report*
- 95% *Drainage Plans, Profiles, Details, and Quantities*
- 95% *Water Pollution Control Plans*
- 95% *Temporary Drainage Plans*
- 95% *Planting Plans, Legend, Notes, Details.*

Task 2.2-3 – Update Stage Construction and Detours

Consultant will update the stage construction plans, and detour plans based on comments received from all involved agencies.

Deliverables:

- 95% *Stage construction and traffic handling/detour plans, profiles, details, and quantities*
- 95% *Detour layouts, profiles, and super elevation diagrams*
- 95% *Construction area signs*

Task 2.2-4 – Update Pavement Delineation Plans

Consultant will update the pavement delineation plans based on comments received from all involved agencies.

Deliverables:

- 95% *Pavement Delineation Plans, Details, and Quantities*

Task 2.2-5 – Update Sign Plans

Consultant will update the sign plans based on comments received from all involved agencies.

Deliverables:

- 95% *Sign Plans, Details, and Quantities*

Task 2.2-6 – Update Electrical Lighting, Signals

Consultant will update the electrical plans based on comments received from all involved agencies.

Deliverables:

- 95% *Traffic Signal Plan, Details, and Quantities*
- 95% *Rice Avenue Lighting*
- 95% *5th Street and SR 34 Lighting*
- 95% *Eastman Avenue Street Lighting*
- 95% *Temporary Lighting (Stage 1)*
- 95% *Temporary Lighting (Stage 3B)*
- 95% *Bridge Lighting*
- 95% *Signal Interconnect*
- 95% *Irrigation Controller*

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Task 2.2-7 – Update Irrigation Plans

Consultant will update the irrigation and planting plans based on comments received from all involved agencies.

Deliverables:

- 95% Irrigation Removal Plans, Legend, Notes, Details
- 95% Irrigation and Planting Plans, Details, Legend, Notes, Details.
- 95% Irrigation Quantity Sheets

Task 2.2-8 – Update Bridge Plans

Consultant will independently review the unchecked plans, draft special provisions, quantities, and construction cost estimate for the Bridges and retaining walls. Consultant's independent review team will analyze the structures, verify member capacities, review the special provisions, and prepare independent quantity calculations. All issues raised by the checkers will be resolved with the structural designers. The final design will reflect agreement among the designers and independent checkers.

Deliverables:

- Checked bridge plans, reduced size
- Design calculations
- Design Independent check calculations
- Quantities and check calculations

Task 2.2-9 – Update Retaining Wall Plans

Consultant will independently review the unchecked plans, draft special provisions, quantities, and construction cost estimate for the Bridges and retaining walls. Consultant's independent review team will analyze the structures, verify member capacities, review the special provisions, and prepare independent quantity calculations. All issues raised by the checkers will be resolved with the structural designers. The final design will reflect agreement among the designers and independent checkers.

Deliverables:

- Checked retaining wall plans, reduced size
- Design calculations
- Design Independent check calculations
- Quantities and check calculations

Task 2.2-10 – Update Utility Plans

Consultant will update the utility plans and relocation plans based on comments received from all involved agencies.

Deliverables:

- 95% Utility Plans
- 95% Utility Conflict Matrix
- 95% City Sewer Line Relocation Plans and Profiles
- 95% City Water Line Relocation Plans and Profiles

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- 95% United Water Conservation District Water Line Relocation Plans and Profiles
- 95% City 36" Sewer Line South of State Route 34 Relocation Plans and Profiles

Task 2.2-11 – Construction Schedule

Consultant will prepare a CPM construction schedule in consultation with the City Construction Manager and Caltrans based on the estimated required working days for project construction.

Deliverables:

- *CPM Schedule*

Task 2.2-12 – Utility and ROW Update

Consultant will verify and update utility and ROW engineering data. Revisions to the Appraisal Maps will be performed by Consultant.

Deliverables:

- *Report containing all updated utility and ROW engineering data with changes clearly identified*

Task 2.2-13 – Update SWDR

Consultant will update the Storm Water Data Report (SWDR) based on comments received from Caltrans and City.

Deliverables:

- *95% SWDR*

Task 2.2-14 – Environmental Commitment Record (ECR)

Task 2.2-14a – Environmental Commitment Record (ECR)

The Final EIR/EA include environmental commitments related to land use, air quality, biology, community, cultural resources, utilities and emergency services, traffic and transportation, hazardous waste, and climate change. Consultant will prepare, update, and maintain the environmental commitments record (ECR) and will document completion of all environmental commitments throughout the pre-construction and construction monitoring phases. Consultant will update and maintain both electronic and hard copies of the ECR and all documentation associated with environmental compliance.

Deliverables:

- *Completed Environmental Commitments Record*

Task 2.2-14b – Environmental Mitigation

If trimming or removal of vegetation/trees or construction is conducted between February 1 and September 15, Consultant will conduct nesting bird surveys within 500 feet of the construction area to ensure any nesting birds would not be impacted by the project. Consultant will conduct pre-construction surveys no more than three days prior to the start of construction to ensure that nesting birds are not within 300 feet of the construction area (500 feet for raptors). If any nesting bird is found in or adjacent to the construction area, Consultant will coordinate with the City, as well as the appropriate regulatory agency, to develop and implement appropriate avoidance measures. Consultant will summarize the results of the surveys and any subsequent coordination in a memo format report for the project file. This scope does not include pre-construction surveys for special-status or otherwise protected species.

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Deliverables:

- *Pre-construction Nesting Bird Survey Report*

Consultant will coordinate and complete all tasks outlined in the ESA Action Plan that was prepared for the project. Tasks include the identification, installation, and removal of ESA fencing; notification of initiation and completion of construction; contractor awareness training; site inspection; construction monitoring; and reporting.

Deliverables:

- *Complete all tasks outlined in the ESA Action Plan*

Consultant will assist the City with ensuring that design-related avoidance, minimization, and mitigation measures are successfully integrated into project design plans and contract specifications/special provisions. Specifically, Consultant will review final design plans and contract specifications/special provisions to ensure all relevant NEPA/CEQA obligations have been adequately incorporated. Consultant will review the draft and make direct additions, supplemental comments and/or create specialized, non-standard environmental specifications in track-changes for a seamless transfer of information. During the review, Consultant will coordinate with the project engineer and other team members (as required) throughout the review process to efficiently make any necessary changes.

Deliverables:

- *Supporting information concerning environmental commitments and permitting measures for design plans and contract specifications/special provisions*

Task 2.2-14c – Environmental Document Re-Validation

Not Included.

Task 2.2-15 – Update TMP

Consultant will update the TMP based on comments received from all involved agencies.

Deliverables:

- *95% TMP*

Task 2.2-16 – CPUC GO 88B application and Section 190 funding request

Not Included.

Task 2.2-17 – Update Drainage Report

Consultant will update the drainage report based on comments received from all involved agencies.

Deliverables:

- *95% Drainage Report*

Task 2.2-18 – Constructability Review

Consultant will perform a constructability review of 95% Submittal.

Task 2.2-19 – QA/QC

Consultant will conduct Quality Assurance/Quality Control reviews on 95% Submittal based on requirements included in the QA/QC Plan.

Task 2.3 – 100% PS&E SUBMITTAL

Task 2.3-1 – Final Roadway Plans

Consultant will submit the Final PS&E package to the City and to Caltrans District Office Engineer and Office of Special Funded Projects (OSFP) for final approval. The submittal will incorporate review comments from all involved agencies and include all completed forms in the RTL Guide.

Deliverables:

- *Final Title Sheet*
- *Final Typical Cross Sections*
- *Final Key Map and Line Index*
- *Final Project Control Plans*
- *Final Layout Plans*
- *Final Profiles and Superelevation Diagrams*
- *Final Construction Details*
- *Final Contour Grading*
- *Final Summary of Quantities*

Task 2.3-2 – Final Drainage Plans

Consultant will update the drainage plans, water pollution control plans, temporary drainage plans, and planting plans based on comments received from all involved agencies.

Deliverables:

- *Final Drainage Report*
- *Final Drainage Plans, Profiles, Details, and Quantities*
- *Final Water Pollution Control Plans*
- *Final Temporary Drainage Plans*
- *Final Planting Plans, Legend, Notes, Details.*

Task 2.3-3 – Final Stage Construction and Detours

Consultant will update the stage construction plans, and detour plans based on comments received from all involved agencies.

Deliverables:

- *Final Stage construction and traffic handling/detour plans, profiles, details, and quantities*
- *Final Detour layouts, profiles, and super elevation diagrams*
- *Final Construction area signs*

Task 2.3-4 – Final Pavement Delineation Plans

Consultant will update the pavement delineation plans based on comments received from all involved agencies.

Deliverables:

- *Final Pavement Delineation Plans, Details, and Quantities*

Task 2.3-5 – Final Sign Plans

Consultant will update the sign plans based on comments received from all involved agencies.

Deliverables:

- *Final Sign Plans, Details, and Quantities*

Task 2.3-6 – Final Electrical Lighting, Signals

Consultant will update the electrical plans based on comments received from all involved agencies.

Deliverables:

- *Final Traffic Signal Plan, Details, and Quantities*
- *Final Rice Avenue Lighting*
- *Final 5th Street Lighting*
- *Final Eastman Avenue Street Lighting*
- *Final Temporary Lighting (Stage 1)*
- *Final Temporary Lighting (Stage 3B)*
- *Final Bridge Lighting*
- *Final Signal Interconnect*
- *Final Irrigation Controller*

Task 2.3-7 – Final Irrigation Plans

Consultant will update the irrigation plans based on comments received from all involved agencies.

Deliverables:

- *Final Irrigation Removal Plans, Legend, Notes, Details*
- *Final Irrigation Plans, Details, Legend, Notes, Details.*
- *Final Irrigation Quantity Sheets*

Task 2.3-8 – Final Bridge Plans

Consultant will update the bridge plans based on comments received from all involved agencies.

Deliverables:

- *Final Bridge Plans and Details*

Task 2.3-9 – Final Retaining Wall Plans

Consultant will update the retaining wall plans based on comments received from all involved agencies.

Deliverables:

- *Final Retaining Wall Plans and Details*

Task 2.3-10 – Final Utility Plans

Consultant will update the utility plans based on comments received from all involved agencies.

Deliverables:

- *Final Retaining Wall Plans and Details*

Task 2.3-11 – Resident Engineer File

Not Included.

Task 2.3-12 – Final Reports

Consultant will update the drainage report, SWDR, and TMP based on comments received from all involved agencies.

Deliverables:

- *Final Drainage Report*
- *Final SWDR*
- *Final TMP*

Task 2.3-13 – Final Construction Schedule

Consultant will update the construction schedule based on revised stage construction plans.

Deliverables:

- *Final CPM Construction Schedule*

Task 2.3-14 – QA/QC

Consultant will conduct Quality Assurance/Quality Control reviews on 95% Submittal based on requirements included in the QA/QC Plan.

Task 2.4 – Right of Way Documentation and Engineering

Task 2.4-1 – Right of Way Engineering

Task 2.4-1a – Perform Record Data Search

Search, acquisitions, and analysis of appropriate deeds, field notes, and survey maps contained in the State, County, and City files.

Task 2.4-1b – Acquire Title Reports

Acquire title report for all parcel impacted by proposed R/W fee and easement takes.

Task 2.4-1c – Perform Land Net Recovery and Field Ties

Activities necessary to expand, establish, detail, and field tie control surveys for purposes of perpetuation of existing monumentation. Includes preparing survey request, planning, research, field survey, processing and adjusting data, and preparing survey supplemental control map.

Deliverables:

- *Field Collection Coordinates, processing and land net adjustments*

Task 2.4-1d – Prepare Land Net Map - "Before Condition" Record of Survey

Activities necessary to perpetuate cadastral points prior to construction. Field collection of point positions, monument identification, and survey calculations necessary to accurately identify the horizontal positions as required in section 8762 of the Professional Land Surveyors Act, Business and Professions Code, State of California.

Deliverables:

- *File Record of Survey, Caltrans Standards*

Task 2.4-1e – Perform Monument Perpetuation Surveys

Activities necessary to FIELD COLLECT cadastral points prior to construction. Field collection of point positions, monument identification, and survey calculations necessary to accurately identify the horizontal positions as required in section 8762 of the Professional Land Surveyors Act, Business and Professions Code, State of California.

Deliverables:

- *Supportive Field Surveys for Record Of Survey*

Task 2.4-1f – Prepare Right-of-Way Appraisal Maps

Preparation of Caltrans Right-of-Way Appraisal Maps associated with permanent easements, land takes, and temporary construction easements associated with the project requirements.

Deliverables:

- *Appraisal Maps*

Task 2.4-1g – Prepare Acquisition Documents

Includes preparing documents associated with identifying, depicting, and preparing documents associated with defining limits and acreage of acquisitions necessary for project needs.

Deliverables:

- *Acquisition Documents*

Task 2.4-1h – Prepare Resolution of Necessity Legal Description and Plats

Prepare Resolution of Necessity and any additional information for the filing of the complaint, and the preparation of any attendant map or plat.

Task 2.4-1i – Prepare Director's Deed and Plats

Prepare Deed's and Plats necessary for acquisition efforts. Legal Descriptions and Plats will be in conformance with Caltrans Standards.

Deliverables:

- *Legal Descriptions, Plats, and Deeds*

Task 2.4-1j – Prepare Utility Legal Description and Plat

Includes documentation associated with research, title reports, supporting materials, and field notes associated with acquisition efforts for individual parcels.

Deliverables:

- *Project binders to be submitted to the City and Caltrans*

Task 2.4-1k – Prepare Parcel Files

Includes documentation associated with research, title reports, supporting materials, and field notes associated with acquisition efforts for individual parcels.

Deliverables:

- *Project binders to be submitted to the City and Caltrans*

Task 2.4-1l – Prepare appraisals

Consultant will proceed with the right of way appraisal process, described as follows

- Consultant will mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
- Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.

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- Appraiser will inspect each property personally with the owner (if desired) and take photographs to document the inspection with for use in the report.
- Appraiser will inventory all improvements affected by the proposed acquisition and take notes on their existing disposition (i.e., pay-for and remove vs. move back).
- Appraiser will conduct market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
- Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
- Upon completion of the fee appraisal, a formal review by an independent appraiser will be conducted in accordance with federal regulations and Caltrans procedures manual.
- Consultant will receive and analyze the completed appraisal reports accordingly.

Task 2.4-1m – Prepare secondary appraisals

Consultant to prepare secondary appraisals based on following APNs:

APN	Owner
218-0-011-475	Hailwood Inc.
218-0-011-435	United Water Conservation District
217-0-020-125	E & H Land Company LLC

Task 2.4-1n – Prepare Right-of-Way Requirement Maps (PD-26)

Prepare Caltrans PD-26 Documents and Exhibits in compliance with Caltrans standards for each acquisition parcel.

Deliverables:

- PD-26 Exhibit

Task 2.4-2 – Right of Way Acquisition

Consultant will perform right of way acquisition services for the following 11 ownerships of 18 parcels.

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Owner	APN
Pacific Landmark LTD	216-0-195-145
Zaki Family Partnership	216-0-195-095
Stellar Ventures Group LLC	216-0-195-105
Westridge Ventura I	216-0-195-055
Hiji Bros and Nishimori Bros	216-0-193-105
Cam-Rio Properties	217-0-020-095
E&H Land Company	217-0-020-105
	217-0-020-125
	217-0-020-135
Hailwood Inc	218-0-011-475
Pegh Investments LLC	216-0-160-525
	216-0-160-545
	216-0-160-555
	216-0-160-565
	216-0-160-575
	216-0-160-535
United Water	218-0-011-435
Union Pacific Railroad	216-0-160-165 (TCE)

Consultant will establish and maintain a complete and current parcel diary record file of each ownership. Once the appraisal process is complete and appraisals are reviewed and pre-approved by the City, and review appraisals done per federal guidelines, Consultant would then prepare offer packages for each owner that will include an offer letter, Appraisal Summary Statement, proposed Right of Way Agreement and Deed. These documents would be presented to City for review and pre-approval prior to presenting offers to property owners. After offer presentation, Consultant will pursue agreements with each owner to finalize the right of way transfers. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, Consultant will coordinate with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. Once offers reach final agreement, Consultant will process all documents for necessary approvals and coordinate escrows, title insurance, and closings. It is always our goal to reach cooperative agreements in lieu of eminent domain litigation on the City's behalf.

Task 3 –Specification Preparation

The Consultant will prepare and submit project specifications at the 65%, 95%, and 100% design completion. The front-end Bid Proposal and Standard Specifications will be City of Oxnard documents, and the Special Provisions will be prepared following Caltrans Special Provisions. The specification package will be submitted to the City for review and comment. The City will distribute the specifications to the County, Caltrans, and others for review and comment. The specifications will follow the Caltrans format.

Deliverables:

- 65%, 95%, and 100% Bid Specifications for review
- Final Specifications

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Task 4 – Engineer’s Estimate of Probable Cost

Consultant will prepare and submit an Engineer’s Estimate of Probable Cost at the 65%, 95%, and 100% design completion. The Engineer’s Estimate should indicate items that are considered non-participating to receive grant funding. The Engineer’s Estimate will be submitted to the City for review and comment. The City will distribute the specifications to the County, Caltrans, and others for review and comment. The format will follow Caltrans standards.

Deliverables:

- 65%, 95%, and 100% Engineer’s Estimate for review
- Final Estimate

Task 5 –Geotechnical Investigation

The Consultant will ensure that all geotechnical conditions within the Project limits that may affect final design and construction are identified and addressed in the design of the Project. Consultant will contract with a qualified Geotechnical Engineer to prepare a Final Geotechnical Investigation Report providing recommendations for the design of structural foundations, bridges, and all retaining walls associated with the Project. The Final Geotechnical Investigation Report will provide foundation design parameters, bearing capacity, anticipated settlements, backfill requirements, trenching recommendations, compaction requirements, subgrade preparation, and treatment recommendations for wet, unsuitable, and/or saturated conditions.

The Geotechnical Reports will contain project description, table of existing soil profile at all boring locations (identifying thickness and material types for pavement, base, soil, and rock), recommendations for bedding and backfill of pipeline trenches, test results, traffic indices (City will provide Traffic Index), proposed structural sections, proposed subgrade preparation for unsuitable or saturated material (estimated depths, quantities of over excavation, and treatment procedures), boring logs and location maps (showing depths of borings, horizontal distances from known points to boring locations, and geotechnical analyses).

Task 5.1 – Geotechnical and Foundation Reports

Task 5.1a – Geotechnical Design Report (GDR)

Consultant will prepare a Geotechnical Design Report (GDR) for the project with final Log of Test Boring plan sheets for the grade separation bridge for the project in general conformance with Caltrans Guidelines for Geotechnical Design Reports, Version 1.3, dated December 2006 using subsurface data, laboratory test results and findings from our additional or updated geotechnical analyses. Consultant will provide a draft GDR for internal review by the project team. After receiving comments from the project team on the draft GDR, Consultant will review those comments, work to incorporate them, and submit a final GDR.

Task 5.1b – Percolation Testing (4 Locations)

In an effort to evaluate the ability of the near-surface soils to provide infiltration for storm water percolation, Consultant will perform bore hole infiltration tests in the willow test drill holes with infiltration test intervals planned at two to five feet and six to ten feet below grade. However, the test interval will be adjusted to a willower interval if groundwater is encountered within the current proposed test interval.

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Infiltration tests will be performed in general accordance with common local practice, such as that described in Ventura County Technical Guidance Manual for Stormwater Quality Control Measures, Manual Update 2011. . Borehole infiltration tests will be performed in each test hole by filling each hole with water and monitoring water loss rates. Work related to bore hole drilling and construction of the bore hole infiltrometers will be performed as part of the final Geotechnical Investigation Report. Consultant estimates the bore hole drilling, installation, infiltration set up and testing work can be completed in approximately two days on-site.

Upon completion of infiltration testing, Consultant will pull the casing from the holes and fill the remaining portions of the holes with soil. Consultant will cap the holes in paved areas with black-dyed quick set concrete.

Consultant will prepare a letter-report documenting the results of the percolation testing. The letter-report will describe the work performed, provide logs of the percolation test drill holes, and summarize the results of field percolation testing. Consultant understands that the findings of this work will be used to assist in the design of low impact stormwater management systems (stormwater BMPs) for the project.

Consultant will provide a draft letter-report for internal review by the project team. After receiving comments from the project team on the draft letter-report, Consultant will review those comments, work to incorporate them, and submit a final letter-report for the project.

Task 5.1c – Foundation Reports for Bridges, Retaining, and Sound Wall

Consultant will prepare a final Structure Foundation Report (FR) with a final Log of Test Boring plan sheet(s) for the grade separation bridge for the project in general conformance with Caltrans Foundation Reports for Bridges, Version r1, dated February 2017 using subsurface data, laboratory test results and findings from our additional or updated geotechnical analyses. Consultant will provide a draft FR for internal review by the project team. After receiving comments from the project team on the draft FR, Consultant will review those comments, work to incorporate them, and submit a final FR for the bridge.

Consultant will prepare final Structure Foundation Reports (FRs) with a final Log of Test Boring plan sheet(s) for the proposed earth retaining structures. Consultant understand that five separate retaining walls are proposed and expect that separate, standalone reports for the retaining walls will be prepared for the project in general conformance with Caltrans Foundation Reports for Earth Retaining Structures (ERS), dated June. 2017. The FRs will be prepared using subsurface data, laboratory test results and findings from our additional or updated geotechnical analyses. Consultant will provide draft FRs for internal review by the project team. After receiving comments from the project team on the draft FRs, Consultant will review those comments, work to incorporate them, and submit a final FRs for the retaining structures.

Task 5.1d – Materials Report

Consultant will prepare a Materials Report (MR) for the project for the project in general conformance with the requirements in Chapter 100 of the Caltrans Highway Design Manual. Consultant will provide a draft MR for internal review by the project team. After receiving comments from the project team on the draft MR, Consultant will review those comments, work to incorporate them, and submit a final MR for the project.

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Task 5.1e – Final Geotechnical Investigation Report

Consultant will compile the data acquired from the subsurface exploration and geotechnical laboratory testing work completed for the Preliminary Foundation Report and work performed for the PA&ED design effort. Consultant will finalize the geotechnical design parameters for use in subsequent evaluations. Consultant will perform geotechnical analyses for the design-level foundation systems for the proposed bridge and retaining structures. Consultant analyses or evaluations updated from the PA&ED phase of work will consist of the following:

- Evaluation of seismic hazards consisting of fault rupture hazards, strong ground shaking and development of a design ARS in accordance with Caltrans guidance, liquefaction and related ground settlement, and lateral spreading;
- Analysis of axial capacity for proposed deep foundation elements, incorporating potential seismic hazards if applicable;
- Lateral capacity evaluation of pile foundations for free-head and fixed-head conditions based on p-y analysis;
- Evaluation of pile spacing and group reduction factors for vertical and lateral loads;
- Analysis of settlement of deep foundation elements, incorporating potential seismic hazards if applicable;
- Lateral earth pressures and passive pressure resistance for non-standard retaining structures;
- Lateral earth pressures for bridge abutment design;
- Settlement evaluation of retaining structures, embankment fills and approximate waiting periods;
- Global stability evaluations for embankment fill slopes and retaining walls;
- Evaluation of soil corrosion potential in accordance with Caltrans guidelines; and
- Evaluation of pavement structural sections for the proposed roadways.

Task 5.1f – Additional Testing for Hazardous Materials

Consultant will perform two additional field sampling days and laboratory testing, as well as data evaluation and reporting to this proposal to address the additional sampling and testing tasks requested in the May 8, 2018 letter from Caltrans. Consultant will perform these additional hazardous materials assessment-services in support of continuing evaluation of the environmental conditions within and adjacent to the Fifth Street Caltrans right of way as part of the proposed PS&E Phase of work.

Task 5.1g – Extended Hazardous Materials Testing (For Potential Second Stage Testing)

Not Included.

Task 6 – Permitting

Task 6.1 – Permit Applications

Consultant will be responsible for preparing all encroachment permit applications for work outside the City right-of-way. This includes the County and Caltrans.

Task 6.2 – Fact Sheets

Not Included.

Task 7 – Bid and Construction Support

Not Included.

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Task 7.1 – Pre-Construction Meeting

Not Included.

Task 7.2 – Partnering Workshop

Not Included.

Task 7.3 – Shop Drawing and Submittal Review

Not Included.

Task 7.4 – Additional drawings at City Request

Not Included.

Task 7.5 – Site Visits/Construction Meetings

Not Included.

Task 7.6 – Respond to Inquiries/ RFIs

Not Included.

Task 7.7 – Change Order Preparation and Review, CRIP Reviews

Not Included.

Task 7.8 – Develop As-builts and Final Record Drawing Plans

Not Included.

Task 7.9 – Deliver Project Files

Not Included.

Task 7.10 – Post Audits

Not Included.

Task 7.11 – CPUC Section 190 Reimbursement to City; & file Form G

Not Included.

Task 7.12 – Railroad 5% Mandatory Contribution Payment(s) to City

Not Included.

END OF SCOPE OF WORK

EXHIBIT B
SCHEDULE OF SERVICES

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PROJECT SCHEDULE

Activity	Proposed Date
A. Begin Work	July 2018
B. Draft PS&E	
B.1 Submit Unchecked Details (65%) PS&E	February 2019
B.2 Submit Initial (95%) PS&E	June 2019
C. Submit Final PS&E (100%)	November 2019
D. Ready to List	December 2019
E. Advertise and Award	March 2020
G. Begin Construction	March 2020
H. Completion of Construction	March 2022
I. Project Close Out	April 2022

END OF SCHEDULE OF SERVICES

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DPA rates, Consultant is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Consultant on demand within thirty (30) days of such invoice.

EXHIBIT INS-A

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8094
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

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officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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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 commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$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				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. A-8094****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

Agreement No. A-8094

[illegible]

EXHIBIT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors will not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant will take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.
2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.
3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.
4. Consultant will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
 - (a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

EXHIBIT E

NONDISCRIMINATION ASSURANCES

CONSULTANT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Consultant receives federal financial assistance from the Federal Department of Transportation. CONSULTANT HEREBY GIVES ASSURANCE THAT CONSULTANT will promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the federal-aid program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of State assisted contracts. Consultant's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 *et seq.*)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to Consultant by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

Appendices A through D are attached hereto and incorporated herein by this reference.

APPENDIX A TO EXHIBIT E

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that Consultant will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Consultant all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit D attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Consultant and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Consultant, its successors and assigns.

Consultant, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)*

(2) that Consultant shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended(; and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the

U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Consultant, pursuant to the provisions of Assurance 7(a) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Consultant, pursuant to the provisions of Assurance 7(b) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

{Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

EXHIBIT F

FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of Consultant or the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the State Legislature or Congress, or any employee of a Member of the State Legislature or Congress in connection with the awarding of any State or federal contract, including this Agreement, the making of any State or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative contract.

b. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, grant, local, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in all lower tier sub-agreements and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant: WKE, Inc.

Name: CARLOS CARDONA

Signature: [Signature]

Title: SENIOR VICE PRESIDENT

Date: 9/6/18

Name: Wai Koo

Signature: [Signature]

Title: President

Date: 9/6/2018

EXHIBIT A-1

**SCOPE OF SERVICES
AMENDMENT 1
Contract No. A-8094**

MILESTONE 1 – HAZARDOUS WASTE/MATERIALS INVESTIGATIONS

Properties located south of 5th Avenue/Route 34 (and the Union Pacific Rail Road Tracks) may not be accessible until a later date due to ongoing negotiations with various property owners. As such, at the recommendation of WKE, the investigation will be conducted in at least three phases due to potential delayed access to properties:

Phase 1: North of the Union Pacific Rail Road (UPRR) Tracks/Route 34

Phase 2: East of Rice Avenue and south of the UPRR Tracks/Route 34

Phase 3: West of Rice Avenue and south of the UPRR Tracks/5th Street

Pre-Field Activities

The following pre-field activities will be completed by Group Delta to facilitate the investigation:

- Prior to start of the project we will prepare a site-specific Site Investigation Work Plan including a Health and Safety Plan (HASP) for the project. The work plan will address procedures of sampling and laboratory analysis. The plan will also include guidelines for the use of personal protective equipment and safe sampling procedures. The work plan will be submitted to, and approved by, Caltrans prior to start of the field work. The estimated fee is based upon the January 2019 Work Plan currently undergoing Caltrans review.
- Group Delta will prepare up to 5 reduced work plans to facilitate acquisition of specific parcels.
- Group Delta will acquire boring permits from the City of Oxnard and the County of Ventura.
- Group Delta will acquire an Encroachment Permit from Caltrans for borings on the shoulder of SR-34 and an Encroachment Permit from the City of Oxnard for borings associated with Bent 3. This includes development of site-specific traffic control plans.
- Group Delta will mark exploration locations at the site and notify Underground Service Alert (USA) to identify public utilities in the area. Locations will be surveyed in accordance with Caltrans requirements.
- Group Delta will also perform a geophysical to identify potential subsurface utilities or obstructions at each boring location.
- Group Delta will coordinate with the appropriate boring permit and encroachment permit inspectors, as necessary. We assume that limited signage is required at two locations along the shoulder of SR-34 and full traffic control is needed for the two borings at Bent 3.

Field Activities

Laboratory analysis will be performed on selected samples collected during the field program to generally characterize the soil and groundwater within the regions depicted on Figure 1. Samples will be collected using a hand auger and direct-push drill rig. The sampling and analyses program will be as follows:

1. Shallow soil borings will be advanced to approximately 5 feet below ground surface (bgs) with samples collected at near surface (0-6 inches), 1 ft, 3 ft, and 5 ft bgs.
2. Deeper soil borings will be advanced to approximately 18-20 ft bgs with samples collected at near surface, 1 ft, 3 ft, 5 ft and 10 ft bgs as well as at the approximate soil/groundwater interface up to 20 ft bgs.
3. Ten borings placed at the locations of the abutments/bents will be advanced to depths of up to 46 ft bgs.
4. Groundwater samples will be collected from selected boring locations specified in the work plan.
5. Extensive NPDES groundwater sampling will be conducted at 5 locations.
6. All samples will be screened using analyzers specified by Caltrans including a photoionization detector (PID), methane meter, and a hydrogen sulfide meter.
7. Detailed boring logs will be created for each boring.

Laboratory Analysis

Soil and groundwater samples will undergo some or all of the following analyses in accordance with Caltrans requirements as outlined in the January 2019 Work Plan:

- Total Petroleum Hydrocarbons (TPH) in the gasoline range (TPH-g): EPA Test Method 8015
- TPH in diesel and oil ranges (TPH-d/mo): EPA Test Method 8015
- Metals: EPA Test Method 6010B/7471
- Organochlorine Pesticides (OCPs): EPA Method 8081A or 8081B
- Volatile Organic Compounds (VOCs): EPA Method 6010B
- Semi-Volatile Organic Compounds (SVOCs): EPA Method 8270C
- pH: EPA Method 9045C
- Nitrate: EPA Method 300.0
- Asbestos: CARB 435

Select additional samples collected near transformers or other areas of concern will be analyzed for polychlorinated biphenyls (PCBs) by EPA Method 8082, and/or other constituents, as necessary.

In addition, samples collected from 5 locations will undergo the extensive suite of analytical testing required by the Los Angeles Regional Water Quality Control Board (LARWQCB) for obtaining coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for construction dewatering discharges.

Reporting

After the data has been gathered, it will be evaluated for technical accuracy and uncertainty (data validation). Group Delta will perform a statistical analysis of the lead analytical results from samples along public ROW using the 95% upper confidence limit (UCL) on the mean by using the EPA's Pro-UCL computer program.

The soil will be classified in accordance with the Caltrans soil classification system based upon the results of the analysis. The report will make recommendations for safe handling of fill and native soils as well as groundwater that may be encountered during the project. The report will include a site plans showing laboratory data, field bore logs, and tabulated analytical data.

Scope of Work for Hazardous Materials Surveys

Pre-Field Activities

The following pre-field activities will be completed by Group Delta to facilitate the investigation:

- Prior to start of the project we will prepare a site-specific Hazardous Materials Investigation Work Plan. The work plan will address procedures of sampling and laboratory analysis. The work plan will be submitted to, and approved by, Caltrans prior to start of the field work.
- Group Delta will manage the preparation of site-specific traffic control plans to facilitate encroachment permitting.
- Group Delta will acquire Encroachment Permits from the City of Oxnard, Ventura County, and Caltrans for sampling yellow striping in public ROW.
- Group Delta will coordinate with the appropriate encroachment permit inspectors, as necessary.

Field Activities

The proposed improvements may impact above-ground structures on three properties. It is possible that these structures may contain ACM and LBP. Each location will require an investigation for hazardous materials. The locations include:

- Parcel No. 2180011475 – Hailwood, Inc.
- Parcel No. 2180011435 – United Water
- Parcel No. 2170020125 – E & H Land Company, LLC

Group Delta proposes to utilize our California Division of Occupational Safety and Health Administration (Cal-OSHA) Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) to conduct a site reconnaissance to identify the locations of potential ACMs and our California Department of Public Health (CDPH) certified inspector/assessor to conduct a site reconnaissance to identify the locations of potential LBP and collect samples. Bulk samples of suspect accessible construction materials will be collected and submitted to an independent laboratory for analysis. Group Delta proposes to use a non-destructive x-ray fluorescence (XRF) device for paint sampling.

The Project will also require the removal of PTS along the Project alignment. Historically, lead and chromium have been used in yellow PTS at high enough concentrations to necessitate special management during removal and disposal as hazardous waste. Yellow PTS is present on SR-34, 5th Street, and Rice Avenue (south of SR-34) within the Project area.

Group Delta proposes to test the yellow striping that will potentially be disturbed by the Project for chromium and lead content. The analytical results will indicate the appropriate handling and disposal requirements for the striping waste materials removal. We assume that we will perform testing at two locations for each of the three roadways identified above. Group Delta will collect up to six striping samples for the Project.

Reporting

We will prepare a Hazardous Materials Survey report summarizing the findings of the ACM and LBP investigation. We will also prepare a Striping Investigation report summarizing the findings of the PTS investigation. The reports will be submitted to Caltrans for review and approval.

MILESTONE 2 – ENVIRONMENTAL REVALIDATION

WKE will provide design modifications to mitigate farmland and maintain the impacts within the footprint of the approved environmental document which eliminates the need to recirculate the environmental document for public review. GPA will provide the following services:

Task 1: Re-validation Form for SCE Transmission Line

GPA understands that a NEPA/CEQA re-validation is needed for the relocation of a 66-kV transmission line owned by SCE and will support SCE's compliance with CPUC General Order 131-D. Based on the 65 percent design, GPA understands that the transmission line will be relocated within the project area evaluated in the EIR/EA. It will also be located within the horizontal APE for cultural resources and outside of two known archaeological sites evaluated in the EIR/EA and during National Historic Preservation Act (NHPA) Section 106 consultation. However, there is the potential that some of the poles may extend deeper than the vertical APE evaluated in the EIR/EA.

GPA will support Caltrans to complete and approve a NEPA/CEQA Re-validation Form as described in the original SOW and Fee. GPA anticipates that Caltrans will require a technical specialist to review each of the technical studies completed for this project and draft a memorandum verifying the adequacy of each study as part of the re-validation. Caltrans will also require revised records searches, including searches related to biological and cultural resources, as part of the re-validation process. Finally, GPA assumes that Caltrans will determine that, with attachment of the supplemental memos prepared for the technical reports to the NEPA/CEQA Re-validation Form, the original NEPA document will remain valid, and additional public review will not be warranted.

GPA will prepare a CEQA Addendum to be included on the Continuation Sheets of the NEPA/CEQA Re-validation Form prepared for the project. GPA will provide the signed Caltrans Re-Validation Form to SCE for use in obtaining authorization under CPUC General Order 131-D. SCE will prepare all materials related to CPUC General Order 131-D.

Deliverables: One electronic copy and up to two hard copies of the NEPA/CEQA Re-validation Form.

Task 2: Re-Validation Form for 95 Percent Project Design

GPA will support Caltrans to complete and approve a NEPA/CEQA Re-validation Form needed to address project revisions between the PA/ED and 95 percent design which include: 1) relocation and/or extension of project features (e.g., utilities, street lighting, etc.) outside of the approved Area of Potential Effects (APE); 2) increases in the depths of over excavation in several areas; 3) an increase in the amount of ROW take and temporary construction easements (TCEs) – both on parcels previously identified in the EIR/EA and parcels not previously identified in the EIR/EA; and 4) an increase in the amount of farmland converted to non-farmland uses.

According to the Caltrans Standard Environmental Reference (Caltrans SER), a subsequent or supplemental EIR is not required, unless "substantial changes" in the project or its circumstances will require major revisions to the EIR. At this point in time it is uncertain if the additional farmland impacts would be considered "substantially more severe." Caltrans indicated (via email on April 17, 2019) that the project design team (PDT) must come to an agreement on this issue. In addition, Ventura County (County) staff will be consulted because the County's thresholds for farmland were used in evaluating farmland impacts in the EIR.

Given this uncertainty, GPA assumes that a stand-alone CEQA Addendum will be the appropriate level of documentation required to support the CEQA re-validation and that a Subsequent EIR

would not be required. GPA anticipates that Caltrans will require several updated technical studies as part of the re-validation. These are described under Tasks 3 through 6, below. For the remaining studies, a technical specialist will review each study and draft a memorandum verifying the adequacy of each study as part of the re-validation. GPA assumes that with attachment of the supplemental memos prepared for the technical reports to the NEPA/CEQA Re-validation Form, the original NEPA document will remain valid, and additional public review will not be warranted.

Deliverables: Three versions (Administrative Draft, Draft, and Final) of the CEQA Addendum. One electronic copy and up to two hard copies of the NEPA/CEQA Re-validation Form.

Task 3: Supplemental Cultural Resource Studies

GPA understands that the technical studies prepared in compliance with NHPA Section 106 during PA/ED will need to be updated to address project design changes, including expansion of the APE. The updated cultural resource studies and reports will follow the requirements set forth in the Caltrans SER.

In addition, GPA understands based on the 65 percent design that the project may require excavation to a depth greater than 2.5 feet within the ESA area located north of State Route 34 and east of Rice Avenue. Caltrans has indicated (via email communication on April 17, 2019) that, as long as an archaeologist and Native American monitors are present for all ground disturbing activities within the ESA, this change would not result in the need to recirculate the EIR/EA or re-initiate NHPA Section 106 consultation.

Supplemental APE Map

As a sub-consultant to GPA, Duke Cultural Resources Management (DUKE CRM) will prepare a supplemental APE that depicts the new work areas and includes all revisions to the project based on the 95 percent design.

Deliverables: Four electronic versions (Draft for GPA review, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental APE Map.

Supplemental Archaeological Survey Report

Following approval of the supplemental APE, DUKE CRM will conduct an updated records search and field survey of the supplemental APE. Following completion of the field survey, DUKE CRM will prepare a Supplemental ASR that describes the changes to the project and includes a summary of impacts associated with the project.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental ASR. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental ASR.

Supplemental Historical Property Survey Report

DUKE CRM will prepare a Supplemental HPSR that describes changes to the project between the PAED and 95 percent design, and summarizes impacts associated with the project.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental HPSR. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental HPSR.

Native American Consultation

Duke CRM will contact the Native American Heritage Commission (NAHC) for an updated Sacred Lands File search and contact information for Tribes. DUKE CRM will coordinate with Caltrans and the City to update Tribes regarding the project revisions and expanded project area and provide them with supplemental reports as needed.

Deliverables: Provide prior consulting Tribes with proposed project revisions, expanded project area, and supplemental reports. Tribes will be contacted by letter sent by United States (US) Certified Mail and up to two follow-up calls/emails will be made to solicit a response from each Tribe.

Meetings and Coordination

Based on reviews of the draft 65 percent design package, DUKE CRM anticipates extensive coordination between WKE, SCE, Caltrans, and GPA in order to capture all design revisions. This task includes emails, phone calls, and conference calls that will be required to complete the supplemental Section 106 documentation; this task does not include any in-person meetings.

Task 4: Supplemental Initial Site Assessment

GPA understands that a Supplemental ISA is required to address project design revisions and expansion of the project area between PA/ED and the 95 percent design. As a sub-consultant to GPA, Cornerstone Technologies, Inc. (Cornerstone), will prepare a Supplemental ISA that depicts the new project area and includes all revisions to the project based on 95 percent design. Cornerstone will complete a new Environmental Database Radius (EDR) report for the updated project area and will assess the additional project areas and ROWs identified in the EDR report. The Supplemental ISA report will follow the requirements set forth in the Caltrans SER and in accordance with all standards and practices set forth in 40 Code of Federal Regulations (CFR) 312 and American Society for Testing and Materials (ASTM) 1527-13.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental ISA. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental ISA.

Task 5: Supplemental Community Impact Assessment Memo

During PA/ED a CIA was completed for the project to address impacts to land use (including farmlands), public services, and economic/social issues. The CIA evaluated compliance with Title VI of the Civil Rights Act and American Disabilities Act. It also evaluated businesses affected by the project, social impacts, changes in neighborhoods or community cohesion, and community resources (schools, churches, parks and emergency services).

GPA assumes that a Supplemental CIA memo will be required during the re-validation process to address changes in the amount of temporary and permanent real property acquisition required. GPA will prepare a brief (approximately four page) memo that will be attached to the original CIA.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the Supplemental CIA Memo. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the Final Supplemental CIA Memo.

Task 6: Agricultural Resources

Supplemental Farmland Impacts, AD 1006 Form

The Department of Conservation (DOC) established the Farmland Mapping and Monitoring Program (FMMP) in 1982. The goal of the FMMP is to provide consistent and impartial data to decision makers for use in assessing the present status and planning for the future of California's agricultural land resources. One of the primary responsibilities of the FMMP is to produce Important Farmland Maps and statistical data for California's agricultural resources. Important Farmland Maps identify the location and quality of agricultural land across the state.

An AD 1006 Form was completed during PAED because the project would result in the conversion of farmlands to other uses. Based on the 65 percent design package, GPA understands that the project may require additional conversion of farmland to non-farmland uses. GPA will prepare a Supplemental AD 1006 Form to calculate the new Total Site Assessment value of the farmland, which will be used to support the NEPA Re-validation.

Supplemental Analysis of Farmland per County of Ventura CEQA Thresholds

The EIR for the project evaluated impacts to farmland in accordance with the County of Ventura Environmental Thresholds and Guidelines Manual. The EIR determined that the project would result in a significant and unavoidable impact to farmland due to the conversion of 7.63 acres of Prime Farmland and 17.89 acres of Farmland of Statewide Importance to non-agricultural uses.

Based on the 65 percent design package, GPA understands that the project may require additional conversion of farmland to non-farmland uses. GPA will prepare a supplemental analysis of farmlands in accordance with the County of Ventura Environmental Thresholds and Guidelines Manual. The results of this supplemental analysis will be summarized in a brief (approximately four page) memo.

Deliverables: Four versions (Draft for GPA, Draft for City/Engineer, Draft for Caltrans, and Final) of the AD 1006 Form and Supplemental Farmlands Impact Memo. One electronic copy will be provided for the Draft and one electronic copy and up to two hard copies will be provided for the AD 1006 Form and Supplemental Farmlands Impact Memo.

Task 7: Project Management & Meetings

Throughout the environmental process, GPA will maintain a clear line of communication with the project team and will conduct regular status checks to ensure all tasks are on schedule and within budget. The GPA project manager will attend monthly PDT meetings via teleconference (2 hours each); monthly project coordination meetings with WKE, Caltrans, County/City, and SCE (2 hours each); and four in-person meetings (6 hours each). If additional in-person meetings or teleconference are required, an additional SOW and fee will be provided to support this effort.

Task 8: Quality Assurance/Quality Control

In order to maintain efficient and high-quality environmental documentation, GPA will perform thorough and accurate technical reviews of all deliverables prior to submittal to the City and/or Caltrans. Staff understanding and proficiency of NEPA/CEQA requirements, as well as familiarity with the Caltrans Annotated Outlines, will ensure minimal comments are received on all documents submitted.

Deliverables: Document Reviews

Assumptions

This scope has been prepared based on the following assumptions:

General

- Additional budget will be warranted if changes to the project are made after work is initiated.
- GPA will not be responsible for obtaining any permits required for the project.
- GPA will not be required to attend public outreach meetings.

Task 1: Re-validation Form for SCE Transmission Line

- SCE will provide a project description and design plans for the 66-kV transmission line relocation prior to initiating the re-validation forms and supplemental technical studies. The project description will include sufficient detail to prepare the Re-validation Form and supplemental technical studies.
- The SCE transmission line relocation project will be within the current EIR/EA project area; within the horizontal APE for cultural resources; and outside the Environmentally Sensitive Areas (ESAs) identified in the ESA Action Plan prepared by DUKE CRM.
- No major revisions to the project will be made which would require major revisions to existing technical studies or the environmental document, or which would require public circulation of any environmental documentation. No supplemental technical studies will be prepared to support the SCE transmission line revalidation, except for the Supplemental ISA.
- A CEQA Addendum will be prepared and included on the Continuation Sheets of the NEPA/CEQA Re-validation Form prepared for the project, and that a stand-alone CEQA Addendum would not be required for attachment to the NEPA/CEQA Re-validation Form.
- Additional public review of the CEQA/NEPA document would not be required pursuant to 23 CFR 771.111(h)(3).
- SCE will prepare all materials related to CPUC General Order 131-D.

Task 2: Re-Validation Form for 95 Percent Project Design

- A stand-alone CEQA/NEPA Addendum will be the appropriate level of environmental documentation required to support the Re-validation. If Caltrans determines that a Subsequent EIR and/or Supplemental EA are required, GPA will provide additional SOW and fee to complete this task.
- A project description and 95 percent design plans will be provided that include sufficient detail to prepare the Re-validation Form, CEQA Addendum, and Supplemental Technical Studies/Memos.

Task 3: Supplemental Cultural Resource Studies

- Organized and labelled GIS layers will be provided by the Engineer to support development of the APE. If subsequent changes to project design features are made or the information is not labeled and organized additional budget will be warranted.
- No additional sites will be discovered, no additional recordation will be necessary, and no investigative surveys will be required. If sites are discovered additional budget will be necessary for recordation and additional tasks.
- If more than the prior consulting Tribes is required, additional budget will be necessary.
- A Supplemental ESA Action Plan will not be required as part of this SOW.
- Consultation with SHPO will not be required.
- If any of the conditions or costs listed above are exceeded a contract amendment will be necessary. If Caltrans requires additional efforts or additional research not conducted in the approved documents a contract amendment will be necessary.
- Archaeological and/or Native American monitoring is not included as part of this SOW. If during the re-validation process additional monitoring of the ESA is required beyond what is included in the original contract SOW and fee then a contact modification would be required. The current contract includes 72 hours for one archaeological monitor to conduct weekly monitoring and 32 hours total for one archaeological monitor and one Native American Monitor to install/disassemble the ESA fencing.

Task 4: Supplemental Initial Site Assessment

- A Site Investigation (SI) is not included in the SOW. If an SI is needed, an additional SOW and budget will be provided to support this effort.

Task 5: Supplemental Community Impact Assessment Memo and Task 6: Agricultural Resources

- Updated estimates of areas of permanent ROW acquisition and temporary impacts from TCEs by parcel will be provided to GPA for use in completing the supplemental CIA memo and supplemental agricultural resources/farmland analysis.

Task 7: Project Management & Meetings

- If the project schedule exceeds the anticipated 12-month project duration, GPA will request additional fee for project management activities (monthly progress reports, schedule updates, and project communication/coordination).

MILESTONE 3 – SHELL OIL WELLS AND PIPELINES ABANDONMENT

Padre will assist the City of Oxnard and WKE with the proper abandonment of two oil wells located within the area of Rice Avenue and 5th Street in Oxnard as a portion of the planned Rice Avenue / UPRR Grade Separation project. The abandoned oil wells are owned by Shell and it is our understanding that the re-abandonment responsibilities are retained by Shell. There are some pipelines associated with the abandoned wells in the area of the project that are located within an easement that in approximately 1956 were constructed by Standard Oil. The pipelines reportedly include a 4-inch gas line, 4-inch oil line, and two (6-inch and 4-inch) waste water lines.

Padre will assist the City of Oxnard in looking for the appropriate contact at Shell to discuss the removal of these lines in preparation of the planned road improvement project.

EXHIBIT C-1

SUMMARY

[illegible]

SUMMARY BY FIRM

TASK	DESCRIPTION	WKE	GPA	Group Delta	Padre	TOTAL HOURS	COST
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS							
1.1	Hazardous Waste Suppliers/ODCs	0	\$0	0	\$0	1095	\$113,917
							\$272,641
	SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS	0	\$0	0	\$0	0	\$386,558.37

MILESTONE 2 - ENVIRONMENTAL REVALIDATION							
2.1	Re-validation Form and Technical Memos for SCE Transmission Line	12	\$3,187	263	\$27,027	0	\$0
2.2	Re-validation Form for 95 Percent Project Design	12	\$3,187	96	\$8,809	0	\$0
2.3	Supplemental Cultural Resource Studies	4	\$1,007	0	\$0	0	\$0
2.4	Supplemental Initial Site Assessment	4	\$1,007	0	\$0	0	\$0
2.5	Supplemental Community Impact Assessment Memo	4	\$1,007	32	\$2,995	0	\$0
2.6	Agricultural Resources	4	\$1,007	32	\$2,995	0	\$0
2.7	Project Management and Meetings	16	\$4,361	120	\$15,945	0	\$0
2.8	Quality Assurance/Quality Control	8	\$2,097	20	\$2,732	0	\$0
	ODCs				\$21,167		
	SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION	64	\$16,860	563	\$81,671	0	\$0

MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT							
3.1	Shell Oil Wells and Pipelines Abandonment	0	\$0	0	\$0	0	\$0
	SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT	0	\$0	0	\$0	0	\$0
	SUBTOTAL ALL MILESTONES	64	\$16,860	563	\$81,671	0	\$386,558
							\$490,074.77

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CONTRACT PRICING PROPOSAL						Page 1
Contract Title: City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks of 2						
Name of Proposer Group Delta					DIVISIONS/LOCATIONS Environmental	
Home Office Address 32 Mauchly, Suite B, Irvine, CA 92618					CONTRACT NO.	
Services to be Performed Phase II Site Investigation					TOTAL AMOUNT OF PROPOSAL \$386,558.37	
DETAILED DESCRIPTION OF COST ELEMENTS						
1. Direct Labor (Specify)		Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost	
Principal		22	\$112.87	\$2,483		
Associate		146	\$63.47	\$9,267		
Senior		18	\$45.00	\$810		
Project		108	\$38.87	\$4,198		
Staff		657	\$31.73	\$20,847		
Technician		24	\$32.57	\$782		
Draftsperson		104	\$34.37	\$3,574		
Project Support		16	\$29.48	\$472		
		0	\$0.00	\$0		
Labor Cost		1,095		\$42,432		
Escalation		3%		1209.316845		
Total Direct Labor					\$43,641	
2. Labor Overhead Rate		Rate				
		137.30%				
					\$59,920	
3. Travel*				Est. Cost (\$)		
a. Transportation				\$1,566		
b. Per Diem or Subsistence				\$990		
Total Travel					\$2,556	
4. Subcontractors/Suppliers**				Est. Cost (\$)		
Spectrum - Geophysical				\$6,000		
ABC Liovin - Drilling				\$32,000		
AIS - Drum Disposal				\$1,750		
Asset Labs - Laboratory				\$203,000		
E-Nor - Traffic Control				\$4,750.00		
Eco-Rental or Pine - Equipment Rental				\$9,000.00		
Total Subcontractors/Suppliers					\$256,500	
5. Other Direct Costs*					\$13,585	
6. General & Admin. Expense (of Item No. 4)				0%		
7. Fee				10%		
TOTAL ESTIMATED COST AND FEE					\$386,558.37	

* Itemize items on second page

** Attached pricing forms for all proposed subcontractors

CONTRACT PRICING PROPOSAL			Page 1	
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer			DIVISIONS/LOCATIONS	
GPA Consultants			Ventura, CA	
Home Office Address			CONTRACT NO.	
			RFP PW18-47	
Services to be Performed			TOTAL AMOUNT OF PROPOSAL	
Environmental Services			\$81,671.11	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost
Principal Environmental Planner	0	\$99.00	\$0	
Senior Environmental Planner	45	\$52.88	\$2,380	
Senior Environmental Planner	202	\$51.44	\$10,391	
Environmental Planner	236	\$30.90	\$7,292	
Environmental Planner	0	\$28.84	\$0	
Senior Associate Biologist	0	\$60.00	\$0	
Senior Biologist	0	\$49.04	\$0	
Associate Biologist	36	\$37.50	\$1,350	
Associate Biologist	0	\$32.45	\$0	
Senior GIS Analyst	44	\$45.67	\$2,009	
Labor Cost	563		\$23,422	
Escalation	3%		\$486	
Total Direct Labor				\$23,908
2. Labor Overhead Rate	Rate			
	130.06%			
				\$31,095
3. Travel*			Est. Cost (\$)	
a. Transportation			\$397	
b. Per Diem or Subsistence			\$0	
Total Travel				\$397
4. Subcontractors/Suppliers**			Est. Cost (\$)	
Duke CRM (Milestone 2, Task 3 - 2.3)			\$13,030.00	
Cornerstone (Milestone 2, Task 4 - 2.4)			\$7,500.00	
Total Subcontractors/Suppliers				\$20,530
5. Other Direct Costs*				\$240
6. General & Admin. Expense (of Item No. 4)		0%		
7. Fee		10%		\$5,500.38
TOTAL ESTIMATED COST AND FEE				\$81,671.11
* Itemize items on second page				
** Attached pricing forms for all proposed subcontractors				

TASK	DESCRIPTION	FIRM	Principal Environmental Planner	Senior Environmental Planner	Senior Environmental Planner	Environmental Planner	Environmental Planner	Senior Associate Biologist	Senior Biologist	Associate Biologist	Associate Biologist	Senior GIS Analyst	TOTAL HOURS	Cost
Project Billing Rate (Burdened) for 1/1/18 to 12/13/19 Project Average														
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS														
1.2	Hazardous Materials												0	\$0.00
	SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS		0	0	0	0	0	0	0	0	0	0	0	\$0.00
MILESTONE 2 - ENVIRONMENTAL REVALIDATION														
2.1	Re-validation Form and Technical Memos for SCE Transmission Line			25	62	128				24		24	263	\$27,026.69
2.2	Re-validation Form for 95 Percent Project Design				12	64				12		8	96	\$8,809.27
2.3	Supplemental Cultural Resource Studies											0	0	\$0.00
2.4	Supplemental Initial Site Assessment												0	\$0.00
2.5	Supplemental Community Impact Assessment Memo				4	22						6	32	\$2,995.41
2.6	Agricultural Resources				4	22						6	32	\$2,995.41
2.7	Project Management and Meetings				120								120	\$15,945.46
2.8	Quality Assurance/Quality Control		20	45	202	236	0	0	0	36		44	20	\$2,731.97
	SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION		0	45	202	236	0	0	0	36		44	563	\$60,504.20
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT														
3.1	Shell Oil Wells and Pipelines Abandonment												0	\$0.00
	SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT		0	0	0	0	0	0	0	0	0	0	0	\$0.00
	SUBTOTAL ALL MILESTONES		0	45	202	236	0	0	0	36		44	563	\$60,504.20
	SUBTOTAL Other Direct Cost													\$636.91
	SUBTOTAL Subconsultants													\$20,530.00
	TOTAL		0	45	202	236	0	0	0	36		44	563	\$81,671.11

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PADRE

TASK	DESCRIPTION	FIRM	Principal Professional	Senior Professional	Project Professional	Drafting	Word Processing					TOTAL HOURS	Cost
Project Billing Rate (Burdened) for 1/1/18 to 12/13/19 Project Average			\$136.29	\$119.31	\$93.74	\$59.67	\$61.12					\$0.00	
MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS													
1.1	Hazardous Waste											0	\$0.00
SUBTOTAL MILESTONE 1 - HAZARDOUS WASTE/MATERIALS INVESTIGATIONS			0	0	0	0	0	0	0	0	0	0	\$0.00
MILESTONE 2 - ENVIRONMENTAL REVALIDATION													
2.1	Re-validation Form and Technical Memos for SCE Transmission Line											0	\$0.00
2.2	Re-validation Form for 95 Percent Project Design											0	\$0.00
2.3	Supplemental Cultural Resource Studies											0	\$0.00
2.4	Supplemental Initial Site Assessment											0	\$0.00
2.5	Supplemental Community Impact Assessment Memo											0	\$0.00
2.6	Agricultural Resources											0	\$0.00
2.7	Project Management and Meetings											0	\$0.00
2.8	Quality Assurance/Quality Control											0	\$0.00
SUBTOTAL MILESTONE 2 - ENVIRONMENTAL REVALIDATION			0	0	0	0	0	0	0	0	0	0	\$0.00
MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT													
3.1	Shell Oil Wells and Pipelines Abandonment		8	14	15	6	9					52	\$4,984.86
SUBTOTAL MILESTONE 3 - SHELL OIL WELLS AND PIPELINES ABANDONMENT			8	14	15	6	9	0	0	0	0	52	\$4,984.86
SUBTOTAL ALL MILESTONES			8	14	15	6	9	0	0	0	0	52	\$4,984.86
SUBTOTAL Other Direct Cost													\$0.00
SUBTOTAL Subconsultants													\$0.00
TOTAL			8	14	15	6	9	0	0	0	0	52	\$4,984.86

EXHIBIT A-2

SCOPE OF SERVICES

Agreement scope is to complete Plans, Specifications & Estimates (PS&E) of the new preferred Alternative 3B. Upon completion of the 65% PS&E of Alternative 2A, which was included in the original Agreement and First Amendment, identified in the environmental document, and subsequent review by Caltrans, it was determined that Alternative 3B offers traffic operational benefits at a lower cost and would be a viable alternative with the approval of the design exceptions. Caltrans approved the Supplemental Project Report and Design Standard Decision Document in November 2019.

EXHIBIT C-2

COMPENSATION RATES



January 8, 2020

Ms. Debbie O'Leary
Project Manager
City of Oxnard
305 West Third Street, 3rd Floor
Oxnard, CA 93030
debbie.oleary@oxnard.org

Subject: **Contract Modification to Contract No. A-8094 – Amendment 2
Based on out-of-scope design services for the Final Design for
Alternative 3B for Rice Avenue Grade Separation over Fifth
Street/UPRR**

Dear Ms. O'Leary,

Caltrans, in cooperation with the City of Oxnard (the City), approved the Project Approval/Environmental Document (PA/ED) on May 18, 2018 to advance the Rice Avenue/Fifth Street/UPRR Grade Separation Project to the final design. The Environmental Impact Report/Environmental Assessment (EIR/EA) considered Alternatives 2A and 2B which maintained Rice Avenue along its present alignment. A Finding of No Significant Impact (FONSI) was made and identified Alternative (Alt) 2A (dual connector roads) as the local preferred alternative. Earlier, during the preparation of the project report and the Value Analysis, two additional alternatives were evaluated which realigned Rice Avenue 250' easterly and were identified as Alt 3A (dual connector roads) and Alt 3B (single connector road). Understanding that Rice Avenue is intended to be relinquished to Caltrans in the future to become the northerly extension of US Route 1, the Project Development Team (PDT) was directed to develop alternatives that meet all state highway design standards relative to design speed, roadway curvature and superelevation rates. As a result, both Alternatives 3A and 3B were removed from further consideration since they did not meet this criterion.

Upon completion of the 65% PS&E of Alternative 2A and subsequent review by Caltrans, it was determined that Alternative 3B offers traffic operational benefits at a lower cost and would be a viable alternative with the approval of the design exceptions. Caltrans determined that design exceptions can now be granted relative to design speed, roadway curvature and superelevation rates for Alternatives 3A and 3B. A full comparison of the alternatives has been completed and Caltrans and the City, with concurrence from Ventura County DPW and VCTC, have given direction to the PDT to proceed with the design of Alt 3B.

The final design of the project for Alternative 2A had been progressing to 95% PS&E since August 2019 with a remaining budget of \$2,871,112.12 from the original contract. An additional budget of \$3,056,880.66 is required to complete the design for Alternative 3B.

If you have any questions or require additional information, please contact me at (714) 955-7186.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Carlos Cadena', with a long horizontal line extending to the right.

Carlos Cadena
Executive VP/Project Manager

CONTRACT PRICING PROPOSAL			Page 1	
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks			of 1	
Name of Proposer WKE, Inc.			DIVISIONS/LOCATIONS Santa Ana, CA	
Home Office Address 1851 E. First Street, Suite 1400, Santa Ana, CA 92705			CONTRACT NO. RFP PW18-47	
Services to be Performed PS&E - Rice Avenue Grade Separation (Alternative 3B)			TOTAL AMOUNT OF PROPOSAL \$3,056,880.66	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost
Project Manager	1,030	\$114.71	\$118,151.30	
Discipline Lead	2,038	\$98.41	\$200,559.58	
Senior Task Manager	1,880	\$88.68	\$166,718.40	
Senior Project Engineer 2	3,608	\$88.81	\$320,426.48	
Senior Project Engineer 1	2,818	\$70.63	\$199,035.34	
Project Engineer	4,059	\$48.56	\$197,084.75	
Assistant Engineer	2,994	\$32.97	\$98,722.16	
CADD	1,006	\$37.89	\$38,112.31	
Administrative	388	\$29.16	\$11,314.08	
Labor Cost	19,821		\$1,350,124.40	
Escalation	3%		\$91,131.43	
Total Direct Labor				\$1,441,255.82
2. Labor Overhead Rate	Rate			
	127.95%			
				\$1,844,086.82
3. Travel*			Est. Cost (\$)	
a. Transportation			\$5,260.00	
b. Per Diem or Subsistence			\$0.00	
Total Travel				\$5,260.00
WKE Remaining Balance				(\$1,557,216.76)
4. Subcontractors/Suppliers**	Cost to Complete	Remaining Balance	Additional Balance	
Douglas Engineering	\$10,879.08	\$0.00	\$10,879.08	
EPIC Land Solutions	\$0.00	(\$39,153.27)	(\$39,153.27)	
Fugro Consultants, Inc	\$225,534.87	(\$188,688.06)	\$36,846.81	
GPA Consulting	\$164,089.31	(\$164,089.31)	\$0.00	
Group Delta Consultants	\$399,943.81	(\$255,065.80)	\$144,878.01	
Guida Surveying, Inc	\$240,111.98	(\$23,056.81)	\$217,055.17	
Hamner, Jewell & Associates	\$249,696.72	(\$122,697.39)	\$126,999.33	
Kimley Horn & Associates	\$477,769.24	(\$119,311.61)	\$358,457.63	
Kennedy/Jenks Consultants	\$202,252.85	(\$58,896.65)	\$143,356.20	
LIN Consulting	\$68,490.51	(\$33,987.23)	\$34,503.28	
Padre & Associates	\$0.00	(\$5.00)	(\$5.00)	
PacRim Engineering	\$100,491.77	(\$193,008.68)	(\$92,516.91)	
Tatsumi & Partners	\$137,570.72	(\$115,935.55)	\$21,635.17	
Total Subcontractors/Suppliers (Cost to Complete)			\$2,276,830.87	
Total Subcontractors/Suppliers Remaining Balance			(\$1,313,895.36)	
5. Other Direct Costs*				\$32,025.00
6. General & Admin. Expense (of Item No. 4)	0%			\$0.00
7. Fee	10%			\$328,534.26
TOTAL COST AND FEE TO COMPLETE PROJECT				\$5,927,992.78
REMAINING BALANCE				(\$2,871,112.12)
TOTAL ESTIMATED AMENDMENT COST AND FEE				\$3,056,880.66
* Itemize items on second page				
** Attached pricing forms for all proposed subcontractors				

TEAM BREAKDOWN

TASK	DESCRIPTION		WKE		Douglas	Epic		Fugro		GPA	Group Delta		Guida		HJA		KHA		KJC		LIN		PacRim		Padre		Tatsumi	TOTAL HOURS	COST	
2.1-7	Irrigation Plans	Tatsumi	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	296	\$32,504	296	\$32,504
2.1-7a	Irrigation Removals	Tatsumi	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	102	\$11,340	102	\$11,340
2.1-7b	Irrigation Plans	Tatsumi	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	146	\$15,770	146	\$15,770
2.1-7c	Irrigation Quantities	Tatsumi	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	48	\$5,394	48	\$5,394
2.1-8	Bridge Plans (Unchecked Details)	WKE/Tatsumi	1000	\$139,229	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	77	\$9,141	1,077	\$148,371
2.1-8a	Rice Avenue Overcrossing	WKE	870	\$119,986	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	870	\$119,986
2.1-8b	Aesthetics Structures Details	Tatsumi	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	77	\$9,141.44	77	\$9,141
2.1-8c	Type Selection Report (Bridges)	WKE	130	\$19,243	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0.00	130	\$19,243
2.1-9	Retaining Wall Plans	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	156	\$23,755	0	\$0	77	\$9,141	233	\$32,896
2.1-9a	Retaining Wall Key Map	WKE	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2.1-9b	Retaining Wall 1	KHA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2.1-9c	Retaining Wall 2	PacRim	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2.1-9d	Retaining Wall 3	PacRim	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2.1-9e	Retaining Wall 4	WKE/PacRim	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2.1-9f	Retaining Wall 5	WKE/PacRim	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2.1-9g	Aesthetics Wall Details	Tatsumi	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	77	\$9,141.44	77	\$9,141
2.1-9h	Retaining Wall 1 - Alternative 3B	PacRim	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	156	\$23,755	0	\$0	0	\$0.00	156	\$23,755
2.1-10	Utility Plans	WKE/KJC	164	\$24,593	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	353	\$62,821	0	\$0	0	\$0	0	\$0	0	-\$5	0	\$0	517	\$87,409
2.1-10a	Utility Sheets	WKE	52	\$7,320	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	52	\$7,320
2.1-10b	Utility Coordination	WKE	52	\$7,320	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	52	\$7,320
2.1-10c	Update Utility Conflict Matrix	WKE	60	\$9,953	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	60	\$9,953
2.1-10d	City Sewer Line	KJC	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	89	\$15,913	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	89	\$15,913
2.1-10e	City Water Line	KJC	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	177	\$31,395	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	177	\$31,395
2.1-10f	United Water Conservation District Water Line	KJC	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	87	\$15,513	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	87	\$15,513
2.1-10g	City 36" Sewer Line South of SR 34 (Optional)	KJC	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2.1-10h	Coordination with Shell Oil Company	KJC	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2.1-10i	Well Abandonment Work Plan/Site Health & Safety Plan/Permitting	KJC	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	-\$5	0	\$0	0	-\$5
2.1-12	Storm Water Data Report	WKE	45	\$8,088	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	45	\$8,088
2.1-13	Constructability Review	WKE	44	\$7,874	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	44	\$7,874
2.1-14	QA/QC	WKE	1060	\$159,719	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1,060	\$159,719
2.2	95% PS&E SUBMITTAL	Various	5768	\$270,440	0	\$0	0	\$0	1033	\$0	0	\$0	24	\$2,255	0	\$0	745	\$84,811	448	\$67,420	150	\$4,335	210	-\$86,204	0	\$0	287	-\$53,087	8,665	\$289,969
2.2-1	Update Roadway Plans	WKE/Guida	1114	\$133,956	0	\$0	0	\$0	0	\$0	0	\$0	24	\$2,255	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1,138	\$136,211
2.2-1a	Update Title Sheet	WKE	45	\$6,744	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	45	\$6,744
2.2-1b	Update Typical Cross Sections	WKE	179	\$25,467	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	179	\$25,467
2.2-1c	Update Key Map & Line Index	WKE	16	\$1,186	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$1,186
2.2-1d	Update Project Controls	Guida	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	24	\$2,255	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	24	\$2,255
2.2-1e	Update Layout Plans	WKE	156	\$20,187	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	156	\$20,187
2.2-1f	Update Profiles and Superelevation Diagrams	WKE	170	\$22,456	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0														

TASK	DESCRIPTION		WKE	Douglas	Epic	Fugro	GPA	Group Delta	Guida	HJA	KHA	KJC	LIN	PacRim	Padre	Tatsumi	TOTAL HOURS	COST
2.2-5	Update Sign Plans	KHA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	147	\$15,435	0	\$0	\$0	\$0	147	\$15,435
2.2-5a	Update Sign Plans	KHA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	89	\$9,768	0	\$0	\$0	\$0	89	\$9,768
2.2-5b	Update Sign Details	KHA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	35	\$3,542	0	\$0	\$0	\$0	35	\$3,542
2.2-5c	Update Sign Quantities	KHA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	23	\$2,125	0	\$0	\$0	\$0	23	\$2,125
2.2-6	Update Electrical Lighting, Signals	KHA/LIN	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	100	\$12,579	0	\$0	\$0	\$0	250	\$16,913
2.2-6a	Update Traffic Signals	KHA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	100	\$12,579	0	\$0	\$0	\$0	100	\$12,579
2.2-6b	Update Modifying Existing Electrical Systems	LIN	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	105	\$2,845	0	\$0	105	\$2,845
2.2-6c	Update Electrical System Details	LIN	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	30	\$1,282	0	\$0	30	\$1,282
2.2-6d	Update Electrical System Quantities	LIN	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	15	\$209	0	\$0	15	\$209
2.2-7	Update Irrigation Plans	Tatsumi	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	122	-\$23,665.72
2.2-7a	Update Irrigation Removals	Tatsumi	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	37	-\$8,279
2.2-7b	Update Irrigation Plans	Tatsumi	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	68	-\$11,550
2.2-7c	Update Irrigation Quantities	Tatsumi	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	17	-\$3,837
2.2-8	Update Bridge Plans	WKE/Tatsumi	1230	\$10,067	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	47	-\$6,615.77
2.2-8a	Rice Avenue Overcrossing	WKE	990	\$7,488	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	990	\$7,488
2.2-8b	Update Aesthetics Structures Details	Tatsumi	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	47	-\$6,616
2.2-8c	Bridge Independent Check	WKE	240	\$2,579	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	240	\$2,579
2.2-9	Update Retaining Wall Plans	Various	0	-\$126,853	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	-\$86,204	\$0	53	-\$10,420.26
2.2-9a	Update Retaining Wall Key Map	WKE	0	-\$2,067	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	0	-\$2,067
2.2-9b	Retaining Wall 1	KHA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	-\$54,596	0	0	-\$54,596
2.2-9c	Retaining Wall 2	PacRim	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	0	\$0
2.2-9d	Retaining Wall 3	PacRim	0	-\$38,189	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	0	-\$38,189
2.2-9e	Retaining Wall 4	WKE/PacRim	0	-\$43,299	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	-\$29,693	0	0	-\$72,992
2.2-9f	Retaining Wall 5	WKE/PacRim	0	-\$43,299	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	-\$34,189	0	0	-\$77,488
2.2-9g	Update Aesthetics Wall Details	Tatsumi	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	53	-\$10,420
2.2-9h	Retaining Wall 1 - Alternative 3B	PacRim	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$32,274	0	210	\$32,274
2.2-10	Update Utility Plans	WKE/KJC	480	\$60,726	0	\$0	\$0	\$0	\$0	\$0	0	\$0	448	\$67,420	0	\$0	0	\$928
2.2-10a	Update Utility Sheets	WKE	130	\$14,483	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	130	\$14,483
2.2-10b	Utility Coordination	WKE	250	\$34,803	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	250	\$34,803
2.2-10c	Update Utility Conflict Matrix	WKE	100	\$11,440	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	100	\$11,440
2.2-10d	City Sewer Line	KJC	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	114	\$17,648	0	\$0	114	\$17,648
2.2-10e	City Water Line	KJC	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	223	\$35,223	0	\$0	223	\$35,223
2.2-10f	United Water Conservation District Water Line	KJC	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	111	\$15,973	0	\$0	111	\$15,973
2.2-10g	City 36" Sewer Line South of SR 34 (Optional)	KJC	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	-\$1,425	0	\$0	0	-\$1,425
2.2-11	Construction Schedule	WKE	140	\$1,511	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	140	\$1,511
2.2-12	Utility and ROW Update	WKE	40	\$357	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	40	\$357
2.2-13	Update SWDR	WKE	72	\$518	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	72	\$518
2.2-14	Environmental Commitment Record (ECR)	WKE/GPA	256	\$46,058	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	1,289	\$46,058
2.2-14a	Environmental Commitment Record (ECR)	WKE	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	388	\$0
2.2-14b	Environmental Mitigation	WKE	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	95	\$0
2.2-14c	Environmental Document Re-Validation	WKE/GPA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	550	\$0
2.2-14d	Supplemental Project Report	WKE	256	\$46,058	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	256	\$46,058
2.2-15	Update TMP	KHA	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	59	\$6,474	0	\$0	\$0	\$0	59	\$6,474
2.2-16	CPUC GO 88B application and Section 190 funding request	Douglas	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	0	\$0
2.2-17	Update Drainage Report	WKE	72	\$518	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	72	\$518
2.2-18	Constructability Review	WKE	120	\$7,841	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	120	\$7,841
2.2-19	QA/QC	WKE	1060	\$77,357	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	1,060	\$77,357
2.3	100% PS&E SUBMITTAL	Various	1746	-\$17,899	0	\$0	\$0	\$0	\$0	\$0	424	-\$5,719	195	-\$11,996	90	\$1,675	10	-\$3,003
2.3-1	Final Roadway Plans	WKE/Guida	305	\$108	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	305	\$108
2.3-1a	Final Title Sheet	WKE	8	\$68	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	8	\$68
2.3-1b	Final Typical Cross Sections	WKE	40	\$319	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	40	\$319
2.3-1c	Final Key Map & Line Index	WKE	4	\$35	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	4	\$35
2.3-1d	Final Project Controls	Guida	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	0	\$0
2.3-1e	Final Layout Plans	WKE	42	\$363	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	42	\$363
2.3-1f	Final Profiles and Superelevation Diagrams	WKE	30	\$194	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	30	\$194
2.3-1g	Final Construction Details	WKE	114	-\$1,384	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	114	-\$1,384
2.3-1g.1	Final Removals	WKE	40	\$319	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	40	\$319
2.3-1g.2	Final Intersections and Curb Ramps	WKE	14	-\$2,118	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	14	-\$2,118
2.3-1g.3	Final Misc Details	WKE	60	\$414	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	60	\$414
2.3-1h	Final Contour Grading Plans	WKE	42	\$320	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	42	\$320
2.3-1i	Final Summary of Quantities	WKE	25	\$193	0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0	\$0	\$0	25	\$193

TASK	DESCRIPTION		WKE		Douglas	Epic		Fugro		GPA		Group Delta		Guida		HJA		KHA		KJC		LIN		PacRim		Padre		Tatsumi	TOTAL HOURS	COST
2.3-2	Final Drainage Plans	WKE/Tatsumi	300	\$2,171	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	36	\$143	336	\$2,314
2.3-2a	Final Drainage Plans, Profiles, Details, and Quantities	WKE	210	\$1,556	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	210	\$1,556
2.3-2a.1	Final Drainage Plans	WKE	60	\$442	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	60	\$442
2.3-2a.2	Final Drainage Profiles	WKE	60	\$405	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	60	\$405
2.3-2a.3	Final Drainage Details	WKE	40	\$326	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	40	\$326
2.3-2a.4	Final Drainage Quantities	WKE	30	\$230	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	30	\$230
2.3-2a.5	Final Temporary Drainage Plans, Profiles, Details, and Quantities	WKE	20	\$154	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$154
2.3-2b	Final Temporary Water Pollution Control Plans	WKE	90	\$615	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	90	\$615
2.3-2c	Final Erosion Control Plans	Tatsumi	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	36	\$143	36	\$143
2.3-3	Final Stage Construction and Detours	KHA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	269	-\$6,285	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	269	-\$6,285
2.3-3a	Final Stage Construction (Plans, Details, and Quantities)	KHA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	129	-\$469	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	129	-\$469
2.3-3a.1	Final Stage Construction CAS and Index	KHA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$674	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$674
2.3-3a.2	Final Stage Construction Plans	KHA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	70	-\$999	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	70	-\$999
2.3-3a.3	Final Stage Construction Details	KHA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	28	-\$208	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	28	-\$208
2.3-3a.4	Final Stage Construction Quantity Sheets	KHA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	19	\$64	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	19	\$64
2.3-3b	Final Traffic Handling Plan Detour (Plans and Quantities)	KHA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	140	\$487	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	140	\$487
2.3-3c	Final Detour Traffic Signal and rail crossing	KHA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	-\$6,303	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	-\$6,303
2.3-4	Final Pavement Delineation Plans	WKE	61	\$481	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	61	\$481
2.3-4a	Final Pavement Delineation Plans	WKE	40	\$317	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	40	\$317
2.3-4b	Final Pavement Delineation Details	WKE	9	\$73	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	9	\$73
2.3-4c	Final Pavement Delineation Quantities	WKE	12	\$91	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$91
2.3-5	Final Sign Plans	KHA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	80	\$281	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	80	\$281
2.3-5a	Final Sign Plans	KHA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	40	\$137	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	40	\$137
2.3-5b	Final Sign Details	KHA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$71	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$71
2.3-5c	Final Sign Quantities	KHA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$73	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$73
2.3-6	Final Electrical Lighting, Signals	KHA/LIN	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	40	\$147	0	\$0	90	\$1,675	0	\$0	0	\$0	0	\$0	130	\$1,822
2.3-6a	Final Traffic Signals	KHA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	40	\$147	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	40	\$147
2.3-6b	Final Modifying Existing Electrical Systems	LIN	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	59	\$879	0	\$0	0	\$0	0	\$0	0	\$0	59	\$879
2.3-6c	Final Electrical System Details	LIN	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$747	0	\$0	0	\$0	0	\$0	0	\$0	20	\$747
2.3-6d	Final Electrical System Quantities	LIN	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	11	\$49	0	\$0	0	\$0	0	\$0	0	\$0	11	\$49
2.3-7	Final Irrigation Plans	Tatsumi	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	44	\$168	44	\$168
2.3-7a	Final Irrigation Removals	Tatsumi	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	15	\$57	15	\$57
2.3-7b	Final Irrigation Plans	Tatsumi	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	24	\$90	24	\$90
2.3-7c	Final Irrigation Quantities	Tatsumi	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	5	\$21	5	\$21
2.3-8	Final Bridge Plans	WKE/Tatsumi	308	\$2,150	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	26	\$102	334	\$2,251
2.3-8a	Rice Avenue Overcrossing	WKE	308	\$2,150	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	308	\$2,150
2.3-8b	Final Aesthetics Structures Details	Tatsumi	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	26	\$102	26	\$102
2.3-9	Final Retaining Wall Plans	Various	0	-\$36,096	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	10	-\$3,003	0	\$0	22	\$89	32	-\$39,010		
2.3-9a	Final Retaining Wall Key Map	WKE	0	-\$687	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	-\$687
2.3-9b	Retaining Wall 1	KHA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	-\$4,588	0	\$0	0	\$0	0	-\$4,588
2.3-9c	Retaining Wall 2	PacRim	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2.3-9d	Retaining Wall 3	PacRim	0	-\$11,803	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	-\$11,803
2.3-9e	Retaining Wall 4	WKE/PacRim	0	-\$11,803	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	-\$11,803
2.3-9f	Retaining Wall 5	WKE/PacRim	0	-\$11,803	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	-\$11,803
2.3-9g	Final Aesthetics Wall Details	Tatsumi	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	22	\$89	22	\$89
2.3-9h	Retaining Wall 1 - Alternative 3B	PacRim	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	10	\$1,585	0	\$0	0	\$0	0	\$0	10	\$1,585
2.3-10	Final Utility Plans	WKE/KJC	80	\$642	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	195	-\$11,996	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	275	-\$11,354
2.3-10a	Final Utility Sheets	WKE	36	\$293	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	36	\$293
2.3-10b	Utility Coordination	WKE	36	\$293	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	36	\$293
2.3-10c	Update Utility Conflict Matrix	WKE	8	\$56	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$56
2.3-10d	City Sewer Line	KJC	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	51	-\$3,214	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	51	-\$3,214
2.3-10e	City Water Line	KJC	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	98	\$1,874	0	\$0	0	\$0	0	\$0	0	\$0	98	\$1,874
2.3-10f	United Water Conservation District Water Line	KJC	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	46	-\$5,311	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	46	-\$5,311
2.3-10g	City 36" Sewer Line South of SR 34 (Optional)	KJC	0	\$0	0	\$0	0	\$0</																						

TASK	DESCRIPTION		WKE	Douglas	Epic	Fugro	GPA	Group Delta	Guida	HJA	KHA	KJC	LIN	PadRm	Padre	Tatsumi	TOTAL HOURS	COST
TASK 7 - BID AND CONSTRUCTION SUPPORT																		
7.1	Pre-Construction Meeting	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.2	Partnering Workshop	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.4	Shop Drawing and Submittal Review	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.5	Additional drawings at Caltrans Request	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.6	Site Visits/Construction Meetings	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.7	Respond to Inquiries/ RFIs	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.8	Change Order Preparation and Review, CRIP Reviews	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.9	Develop As-Builts and Final Record Drawing Plans	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.11	Deliver Project Files	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.12	Post Audits	Various	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.13	CPUC Section 190 Reimbursement to City; & file Form G	Douglas	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7.14	Railroad 5% Mandatory Contribution Payment(s) to City	Douglas	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
SUBTOTAL - Task 7 - Bid and Construction Support			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
SUBTOTAL Design Phase (Tasks 1 thru 6)			19,821	\$2,071,727	91	\$10,617	0	-\$31,468	792	-\$18,372	1,117	\$0	1,019	\$43,767	1,265	\$224,173	420	\$2,783,681
SUBTOTAL Construction Phase (Task 7)			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
SUBTOTAL Other Direct Cost			0	\$22,218	0	\$262.00	0	-\$185.30	0	\$55,219.29	0	\$0	0	\$11,270	0	\$1,139	0	\$199,116
SUBTOTAL Subconsultants			0	\$0	0	\$0	0	-\$7,500	0	\$0	0	\$0	0	\$89,841	0	-\$8,256	0	\$74,084
TOTAL			19,821	\$2,093,945.15	91	\$10,879.08	0	-\$39,153.27	792	\$36,846.81	1,117	\$0.00	1,019	\$144,878.01	1,265	\$217,055.17	420	\$3,056,880.66

WKE

CONTRACT PRICING PROPOSAL			Page <u> 2 </u> of <u> 2 </u>
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
\$20.00	Parking	31	\$620.00
\$0.580	Mileage	8000	\$4,640.00
		3a. TOTAL	\$5,260.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$0.10	Printing (8.5"x11" Black & White)	1,890	\$189.00
\$0.20	Printing (11"x17" Black & White)	25,500	\$5,100.00
\$0.40	Printing (8.5"x11" Color)	28,500	\$11,400.00
\$0.80	Printing (11"x17" Color)	1,920	\$1,536.00
\$11.00	Full Color Presentation Exhibits	800	\$8,800.00
\$2,000.00	Potholes		\$0.00
\$10.00	Printing (24"x36" Black & White 4-Mil Mylar Prints)	500	\$5,000.00
		5. TOTAL	\$32,025.00
TYPE NAME AND TITLE			
Carlos Cadena, Senior Vice President			
NAME OF FIRM		DATE OF SUBMISSION	
WKE, Inc.			

TASK	DESCRIPTION	FIRM	Project Manager	Discipline Lead	Senior Task Manager	Senior Project Engineer 2	Senior Project Engineer 1	Project Engineer	Assistant Engineer	CADD	Administrative	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)		Project Average	\$307.04	\$263.41	\$237.37	\$237.72	\$189.06	\$129.97	\$88.26	\$101.41	\$78.05				
TASK 1 - PROJECT MANAGEMENT															
1.1-1	Coordination/Administration	WKE	434	296	296	590	172	0	0	0	388	2176	\$484,544.44	-\$239,854.28	\$244,690.16
1.1-1a	Coordination and Meetings	WKE	248	248	248	248	124					1,116	\$282,738	-\$120,122	\$162,616.46
1.1-1b	Administration	WKE									248	248	\$19,357	-\$4,587	\$14,770.09
1.1-1c	Site Visits	WKE		48	48	48	48					192	\$44,523	-\$39,644	\$4,879.06
1.1-1d	Maintain Project Files/Document Control	WKE				108					140	248	\$36,601	-\$15,600	\$21,000.89
1.1-1e	Subconsultant Coordination & Contracts/Agreements	WKE	186			186						372	\$101,326	-\$59,902	\$41,423.66
1.1-3	Project Schedule	WKE	186			186						372	\$101,326	-\$12,912	\$88,414.17
1.1-4	Monthly Progress Reports and Invoices	WKE	88	88	88	108						372	\$96,762	-\$27,929	\$68,833.30
SUBTOTAL Task 1 - Project Management			708	384	384	884	172	0	0	0	388	2,920	\$682,632	-\$280,695	\$401,938
TASK 2 - PLAN PREPARATION															
2.1	65% PS&E SUBMITTAL	Various	63	638	481	1009	1092	1615	1271	466	0	6635	\$1,117,213	\$0	\$1,117,212.71
2.1-0	35% PS&E (Geometric Design and BSDS)	WKE	28	280	70	280	140		140			938	\$204,354		\$204,354.06
2.1-1	Roadway Plans	WKE/Guida	10	208	10	383	259	516	496	16	0	1898	\$312,708	\$0	\$312,707.78
2.1-1a	Title Sheet	WKE		6		6		20				32	\$5,606		\$5,606.13
2.1-1b	Typical Cross Sections	WKE		20		30		35	37			122	\$20,214		\$20,214.27
2.1-1c	Key Map & Line Index	WKE		2		2		8	8			20	\$2,748		\$2,748.08
2.1-1e	Layout Plans	WKE		30		40	50	33	33			186	\$34,065		\$34,065.37
2.1-1f	Profiles and Superelevation Diagrams	WKE		30	10	40	45	50	50			225	\$39,204		\$39,203.65
2.1-1g	Construction Details	WKE	10	85	0	175	164	265	263	16	0	978	\$157,342	\$0	\$157,342.38
2.1-1g.1	Removals	WKE		20		35	55	70	70			250	\$39,262		\$39,262.31
2.1-1g.2	Intersections and Curb Ramps	WKE	10	25		76	69	30	28			238	\$47,137		\$47,137.43
2.1-1g.3	Misc Details	WKE		40		64	40	165	165	16		490	\$70,943		\$70,942.63
2.1-1h	Contour Grading Plans	WKE		20		60		60	60			200	\$32,625		\$32,624.95
2.1-1i	Summary of Quantities	WKE		15		30		45	45			135	\$20,903		\$20,902.95
2.1-2	Drainage Plans	WKE/Tatsumi	0	7	361	20	403	495	2	0	0	1,288	\$232,988	\$0	\$232,988.23
2.1-2a	Drainage Report	WKE					60	60				120	\$19,141		\$19,141.34
2.1-2b	Drainage Plans, Profiles, Details, and Quantities	WKE	0	7	311	20	343	355	2	0	0	1038	\$191,581	\$0	\$191,581.03
2.1-2b.1	Drainage Plans	WKE		7	71	20	140	85	2			325	\$61,143		\$61,142.96
2.1-2b.2	Drainage Profiles	WKE			80		80	120				280	\$49,710		\$49,710.05
2.1-2b.3	Drainage Details	WKE			80		50	50				180	\$34,941		\$34,940.69
2.1-2b.4	Drainage Quantities	WKE			50		35	60				145	\$26,283		\$26,283.45
2.1-2b.5	Temporary Drainage Plans, Profiles, Details, and Quantities	WKE			30		38	40				108	\$19,504		\$19,503.88
2.1-2c	Temporary Water Pollution Control Plans	WKE			50			80				130	\$22,266		\$22,265.85
2.1-4	Pavement Delineation Plans	WKE	0	21	0	24	0	70	83	0	0	198	\$27,660	\$0	\$27,660.17
2.1-4a	Pavement Delineation Plans	WKE		8		8		35	48			99	\$12,794		\$12,794.37
2.1-4b	Pavement Delineation Details	WKE		5		8		15	15			43	\$6,492		\$6,492.21
2.1-4c	Pavement Delineation Quantities	WKE		8		8		20	20			56	\$8,374		\$8,373.59
2.1-8	Bridge Plans (Unchecked Details)	WKE/Tatsumi	0	70	0	80	120	260	180	290	0	1,000	\$139,229	\$0	\$139,229.18
2.1-8a	Rice Avenue Overcrossing	WKE		60		60	120	200	180	250		870	\$119,986		\$119,986.39
2.1-8c	General Plan - Alternative 3B	WKE		10		20		60		40		130	\$19,243		\$19,242.79
2.1-10	Utility Plans	WKE/KJC	0	8	0	36	0	80	40	0	0	164	\$24,593	\$0	\$24,592.91
2.1-10a	Utility Sheets	WKE		4		8		20	20			52	\$7,320		\$7,319.93
2.1-10b	Utility Coordination	WKE		4		8		20	20			52	\$7,320		\$7,319.93
2.1-10c	Update Utility Conflict Matrix	WKE				20		40				60	\$9,953		\$9,953.04
2.1-12	Storm Water Data Report	WKE	5	4		6	10	10	10			45	\$8,088		\$8,088.00
2.1-13	Constructability Review	WKE				20		24				44	\$7,874		\$7,873.56
2.1-14	QA/QC	WKE	20	40	40	160	160	160	320	160		1,060	\$159,719		\$159,718.82

TASK	DESCRIPTION	FIRM	Project Manager	Discipline Lead	Senior Task Manager	Senior Project Engineer 2	Senior Project Engineer 1	Project Engineer	Assistant Engineer	CADD	Administrative	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
2.2	95% PS&E SUBMITTAL	Various	93	419	424	1030	753	1573	1076	400	0	5,768	\$966,747	-\$696,307	\$270,439.68
2.2-1	Update Roadway Plans	WKE/Guida	1	107	0	168	171	345	322	0	0	1114	\$174,016	-\$40,059	\$133,956.16
2.2-1a	Update Title Sheet	WKE	1	4		6	14	20				45	\$8,033	-\$1,289	\$6,743.92
2.2-1b	Update Typical Cross Sections	WKE		9		40	49	49	32			179	\$30,336	-\$4,868	\$25,467.41
2.2-1c	Update Key Map & Line Index	WKE							16			16	\$1,412	-\$227	\$1,185.53
2.2-1e	Update Layout Plans	WKE		18		18	20	58	42			156	\$24,046	-\$3,859	\$20,187.40
2.2-1f	Update Profiles and Superelevation Diagrams	WKE		18		26	26	50	50			170	\$26,749	-\$4,293	\$22,456.11
2.2-1g	Update Construction Details	WKE	0	40	0	46	42	70	82	0	0	280	\$45,747	-\$8,590	\$37,156.86
2.2-1g.1	Update Removals	WKE		22		18	18	30	42			130	\$21,083	-\$3,383	\$17,699.46
2.2-1g.2	Update Intersections and Curb Ramps	WKE		8		8	4	10	10			40	\$6,948	-\$2,222	\$4,725.84
2.2-1g.3	Update Misc Details	WKE		10		20	20	30	30			110	\$17,716	-\$2,985	\$14,731.55
2.2-1h	Update Contour Grading Plans	WKE		10		20	20	58	60			168	\$24,003	-\$3,852	\$20,151.12
2.2-1i	Update Summary of Quantities	WKE		8		12		40	40			100	\$13,689	-\$13,081	\$607.82
2.2-2	Update Drainage Plans	WKE/Tatsumi	0	0	240	0	190	510	0	0	0	940	\$159,172	-\$129,804	\$29,368.23
2.2-2b	Update Drainage Plans, Profiles, Details, and Quantities	WKE	0	0	160	0	150	450	0	0	0	760	\$124,823	-\$102,405	\$22,417.97
2.2-2b.1	Update Drainage Plans	WKE			60		30	130				220	\$36,810	-\$29,024	\$7,785.33
2.2-2b.2	Update Drainage Profiles	WKE			30		30	140				200	\$30,988	-\$24,718	\$6,270.07
2.2-2b.3	Update Drainage Details	WKE			30		30	80				140	\$23,190	-\$18,498	\$4,692.24
2.2-2b.4	Update Drainage Quantities	WKE			20		40	60				120	\$20,108	-\$19,215	\$892.81
2.2-2b.5	Update Temporary Drainage Plans, Profiles, Details, and Quantities	WKE			20		20	40				80	\$13,727	-\$10,950	\$2,777.52
2.2-2c	Update Temporary Water Pollution Control Plans	WKE			80		40	60				180	\$34,350	-\$27,400	\$6,950.26
2.2-4	Update Pavement Delineation Plans	WKE	0	28	0	64	68	84	0	0	0	244	\$46,363	-\$17,348	\$29,014.29
2.2-4a	Update Pavement Delineation Plans	WKE		20		40	40	60				160	\$30,137	-\$7,050	\$23,087.25
2.2-4b	Update Pavement Delineation Details	WKE		4		12	12	8				36	\$7,215	-\$1,688	\$5,526.95
2.2-4c	Update Pavement Delineation Quantities	WKE		4		12	16	16				48	\$9,011	-\$8,611	\$400.09
2.2-8	Update Bridge Plans	WKE/Tatsumi	0	60	0	320	130	240	240	240	0	1,230	\$193,164	-\$183,097	\$10,067.16
2.2-8a	Rice Avenue Overcrossing	WKE		20		120	130	240	240	240		990	\$135,084	-\$127,595	\$7,488.32
2.2-8b	Update Aesthetics Structures Details	Tatsumi										0	\$0	\$0	\$0.00
2.2-8c	Bridge Independent Check	WKE		40		200						240	\$58,080	-\$55,501	\$2,578.84
2.2-9	Update Retaining Wall Plans	Various	0	0	0	0	0	0	0	0	0	0	\$0	-\$126,853	-\$126,853.34
2.2-9a	Update Retaining Wall Key Map	WKE										0	\$0	-\$2,067	-\$2,067.45
2.2-9b	Retaining Wall 1	PacRim										0	\$0		\$0.00
2.2-9c	Retaining Wall 2	N/A										0	\$0		\$0.00
2.2-9d	Retaining Wall 3	WKE										0	\$0	-\$38,189	-\$38,188.53
2.2-9e	Retaining Wall 4	WKE/PacRim										0	\$0	-\$43,299	-\$43,298.68
2.2-9f	Retaining Wall 5	WKE/PacRim										0	\$0	-\$43,299	-\$43,298.68
2.2-9g	Update Aesthetics Wall Details	Tatsumi										0	\$0		\$0.00
2.2-9h	Retaining Wall 1 - Alternative 3B	PacRim										0	\$0		\$0.00
2.2-10	Update Utility Plans	WKE/KJC	0	70	80	120	0	120	90	0	0	480	\$89,494	-\$28,768	\$60,726.29
2.2-10a	Update Utility Sheets	WKE		20	30	20		20	40			130	\$23,273	-\$8,790	\$14,482.99
2.2-10b	Utility Coordination	WKE		50	50	50		50	50			250	\$47,836	-\$13,034	\$34,802.85
2.2-10c	Update Utility Conflict Matrix	WKE				50		50				100	\$18,384	-\$6,944	\$11,440.45
2.2-11	Construction Schedule	WKE		30	50	60						140	\$34,034	-\$32,523	\$1,511.16
2.2-12	Utility and ROW Update	WKE		4	6	10	10	10				40	\$8,045	-\$7,688	\$357.22
2.2-13	Update SWDR	WKE	4		4	12	12	20	20			72	\$11,663	-\$11,146	\$517.88
2.2-14	ECR, Re-Validation, and Supplemental Project Report	WKE/GPA	24	0	0	104	0	64	64	0	0	256	\$46,058	\$0	\$46,058.21
2.2-14d	Supplemental Project Report	WKE	24			104		64	64			256	\$46,058		\$46,058.21
2.2-17	Update Drainage Report	WKE	4		4	12	12	20	20			72	\$11,663	-\$11,146	\$517.88
2.2-18	Constructability Review	WKE	40	80								120	\$33,355	-\$25,513	\$7,841.48
2.2-19	QA/QC	WKE	20	40	40	160	160	160	320	160		1,060	\$159,719	-\$82,362	\$77,357.05

TASK	DESCRIPTION	FIRM	Project Manager	Discipline Lead	Senior Task Manager	Senior Project Engineer ₂	Senior Project Engineer ₁	Project Engineer	Assistant Engineer	CADD	Administrative	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
2.3	100% PS&E SUBMITTAL	Various	44	176	160	242	142	481	361	140	0	1,746	\$290,796	-\$308,695	-\$17,898.57
2.3-1	Final Roadway Plans	WKE/Guida	0	56	0	80	0	84	85	0	0	305	\$52,188	-\$52,080	\$108.24
2.3-1a	Final Title Sheet	WKE		2		2		4				8	\$1,522	-\$1,455	\$67.58
2.3-1b	Final Typical Cross Sections	WKE		10		10		10	10			40	\$7,194	-\$6,874	\$319.40
2.3-1c	Final Key Map & Line Index	WKE		2				2				4	\$787	-\$752	\$34.93
2.3-1e	Final Layout Plans	WKE		10		16		8	8			42	\$8,183	-\$7,820	\$363.36
2.3-1f	Final Profiles and Superelevation Diagrams	WKE		4		4		10	12			30	\$4,363	-\$4,170	\$193.74
2.3-1g	Final Construction Details	WKE	0	20	0	24	0	34	36	0	0	114	\$18,570	-\$19,954	-\$1,384.46
2.3-1g.1	Final Removals	WKE		10		10		10	10			40	\$7,194	-\$6,874	\$319.40
2.3-1g.2	Final Intersections and Curb Ramps	WKE		2		2		4	6			14	\$2,052	-\$4,170	-\$2,117.88
2.3-1g.3	Final Misc Details	WKE		8		12		20	20			60	\$9,324	-\$8,910	\$414.02
2.3-1h	Final Contour Grading Plans	WKE		4		16		10	12			42	\$7,216	-\$6,896	\$320.40
2.3-1i	Final Summary of Quantities	WKE		4		8		6	7			25	\$4,353	-\$4,160	\$193.28
2.3-2	Final Drainage Plans	WKE/Tatsumi	0	0	100	0	0	180	20	0	0	300	\$48,896	-\$46,725	\$2,171.07
2.3-2a	Final Drainage Plans, Profiles, Details, and Quantities	WKE	0	0	80	0	0	110	20	0	0	210	\$35,051	-\$33,495	\$1,556.32
2.3-2a.1	Final Drainage Plans	WKE			20			40				60	\$9,946	-\$9,504	\$441.62
2.3-2a.2	Final Drainage Profiles	WKE			20			20	20			60	\$9,112	-\$8,707	\$404.58
2.3-2a.3	Final Drainage Details	WKE			20			20				40	\$7,347	-\$7,021	\$326.21
2.3-2a.4	Final Drainage Quantities	WKE			12			18				30	\$5,188	-\$4,957	\$230.35
2.3-2a.5	Final Temporary Drainage Plans, Profiles, Details, and Quantities	WKE			8			12				20	\$3,459	-\$3,305	\$153.56
2.3-2b	Final Temporary Water Pollution Control Plans	WKE			20			70				90	\$13,845	-\$13,230	\$614.74
2.3-4	Final Pavement Delineation Plans	WKE	0	12	0	12	0	37	0	0	0	61	\$10,822	-\$10,342	\$480.53
2.3-4a	Final Pavement Delineation Plans	WKE		8		8		24				40	\$7,128	-\$6,812	\$316.50
2.3-4b	Final Pavement Delineation Details	WKE		2		2		5				9	\$1,652	-\$1,579	\$73.36
2.3-4c	Final Pavement Delineation Quantities	WKE		2		2		8				12	\$2,042	-\$1,951	\$90.67
2.3-8	Final Bridge Plans	WKE/Tatsumi	0	40	0	40	50	58	60	60	0	308	\$48,416	-\$46,266	\$2,149.75
2.3-8a	Rice Avenue Overcrossing	WKE		40		40	50	58	60	60		308	\$48,416	-\$46,266	\$2,149.75
2.3-9	Final Retaining Wall Plans	Various	0	0	0	0	0	0	0	0	0	0	\$0	-\$36,096	-\$36,095.67
2.3-9a	Final Retaining Wall Key Map	WKE										0	\$0	-\$687.42	\$687.42
2.3-9d	Retaining Wall 3	WKE										0	\$0	-\$11,803	\$11,802.75
2.3-9e	Retaining Wall 4	WKE/PacRim										0	\$0	-\$11,803	\$11,802.75
2.3-9f	Retaining Wall 5	WKE/PacRim										0	\$0	-\$11,803	\$11,802.75
2.3-10	Final Utility Plans	WKE/KJC	0	8	16	18	0	22	16	0	0	80	\$14,456	-\$13,814	\$641.85
2.3-10a	Final Utility Sheets	WKE		4	8	8		8	8			36	\$6,600	-\$6,307	\$293.05
2.3-10b	Utility Coordination	WKE		4	8	8		8	8			36	\$6,600	-\$6,307	\$293.06
2.3-10c	Update Utility Conflict Matrix	WKE				2		6				8	\$1,255	-\$1,200	\$55.74
2.3-12	Final Reports	WKE/KHA	4	0	4	12	12	20	20	0	0	72	\$11,663	-\$11,146	\$517.88
2.3-12a	Final Drainage Report	WKE		2		6	6	10	10			36	\$5,832	-\$5,573	\$258.93
2.3-12b	Final SWDR	WKE		2		6	6	10	10			36	\$5,832	-\$5,573	\$258.94
2.3-13	Final Construction Schedule	WKE	20	20								40	\$11,409	-\$10,903	\$506.58
2.3-14	QA/QC	WKE	20	40	40	80	80	80	160	80		580	\$92,946	-\$81,324	\$11,621.21
2.4	Right of Way Documentation and Engineering	Various	0	35	0	0	105	0	0	0	0	140	\$29,070	\$0	\$29,070.29
2.4-1	Activities	Various	0	35	0	0	105	0	0	0	0	140	\$29,070	\$0	\$29,070.29
2.4-1n	Prepare Right-of-Way Requirement Maps (PD-26)	Guida		35			105					140	\$29,070		\$29,070.29
2.4-2	Right of Way Acquisition	HJA										0	\$0		\$0.00
	SUBTOTAL - Task 2 - Plan Preparation		200	1,268	1,065	2,281	2,092	3,669	2,708	1,006	0	14,289	\$2,403,826	-\$1,005,002	\$1,398,824.11

TASK	DESCRIPTION	FIRM	Project Manager	Discipline Lead	Senior Task Manager	Senior Project Engineer 2	Senior Project Engineer 1	Project Engineer	Assistant Engineer	CADD	Administrative	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
TASK 3 - SPECIFICATION PREPARATION															
3.1	Bid Specifications	Various	0	100	8	150	240	250	0	0	0	748	\$141,763	-\$99,072	\$42,691.12
3.1a	65% Specifications	Various		10		30	90	87				217	\$38,088		\$38,087.78
3.1b	95% Specifications	Various		80	8	100	100	100				388	\$78,646	-\$75,154	\$3,492.00
3.1c	100% Specifications	Various		10		20	50	63				143	\$25,029	-\$23,918	\$1,111.34
SUBTOTAL - Task 3 - Specification Preparation													\$141,763.05	-\$99,071.93	\$42,691.12
TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST															
4.1	Engineer's Estimate	Various	0	88	136	245	150	140	140	0	0	899	\$172,614	-\$68,786	\$103,827.33
4.1a	65% Engineer's Estimate	Various		44	18	110	150	140	137			599	\$100,657		\$100,657.08
4.1b	95% Engineer's Estimate	Various		24	80	80						184	\$44,329	-\$42,361	\$1,968.27
4.1c	100% Engineer's Estimate	Various		20	38	55			3			116	\$27,628	-\$26,401	\$1,226.71
4.1d	Alt 3a and 3b Engineer's Estimate	Various										0	\$0	-\$25	-\$24.73
SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost													\$172,614	-\$68,786	\$103,827.33
TASK 6 - PERMITTING															
6.1	Permit Applications	WKE	98	198		48						344	\$93,657	-\$88,595	\$5,061.80
6.2	Fact Sheets	WKE	24		287		164		146			621	\$119,385		\$119,385.14
SUBTOTAL - Task 6 - Permitting													\$213,042	-\$88,595	\$124,446.94
SUBTOTAL Design Phase (Tasks 1 thru 6)													\$3,613,877	-\$1,542,149.78	\$2,071,727.13
SUBTOTAL Construction Phase (Task 7)													\$0	\$0	\$0.00
SUBTOTAL Other Direct Cost													\$37,285	-\$15,067	\$22,218.02
SUBTOTAL Subconsultants													\$0	\$0	
TOTAL													\$3,651,161.91	-\$1,557,216.76	\$2,093,945.15

DOUGLAS ENGINEERING

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant **Douglas Engineering, Inc**Project No. **133101**Contract No. **PW 18-47**Date **9/21/2019****DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Douglas Mays	10	\$85.00	\$850.00
Engr Tech	Michael Mays	65	\$45.00	\$2,925.00
Engr Tech	Paul Mays	16	\$45.00	\$720.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$4,495.00

b) Anticipated Salary Increases (see page 2 for calculation)

\$101.14

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$4,596.14**INDIRECT COSTS**d) Fringe Benefits (Rate: **0.00%**)

e) Total Fringe Benefits [(c) x (d)] \$0.00

f) Overhead (Rate: **0.00%**)

g) Overhead [(c) x (f)] \$0.00

h) General and Administrative (Rate: **110.00%**)

i) Gen & Admin [(c) x (h)] \$5,055.75

j) **Total Indirect Costs [(e) + (g) + (i)]** \$5,055.75**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee** **10.00%**

\$965.19

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	150	Mile	\$0.580	\$87.00
Parking	1	EA	\$25.00	\$25.00
Plan Sheets (8.5"x11" Black & White on Bond)	0	EA	\$0.00	\$0.00
Plan Sheets (11"x17" Black & White on Bond)	0	EA	\$0.00	\$0.00
Plan Sheets (8.5"x11" Color on Bond)	0	EA	\$0.00	\$0.00
Plan Sheets (11"x17" Color on Bond)	0	EA	\$0.00	\$0.00
Plan Sheets (Full Color Presentation Exhibits on Bond)	0	EA	\$0.00	\$0.00
				\$0.00
Next Day Parcel Delivery	5		\$30.00	\$150.00
				\$0.00

l) **TOTAL OTHER DIRECT COSTS** \$262.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:

\$0.00

Subconsultant 2:

\$0.00

Subconsultant 3:

\$0.00

Subconsultant 4:

\$0.00

m) **TOTAL SUBCONSULTANTS' COSTS** \$0.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS[(l) + (m)]** \$262.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$10,879.08**NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$4,495.00	91	=	\$49.40	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$49.40	+	3.0%	=	\$50.88	Year 2 Avg Hourly Rate
Year 2	\$50.88	+	3.0%	=	\$52.40	Year 3 Avg Hourly Rate
Year 3	\$52.40	+	3.0%	=	\$53.98	Year 4 Avg Hourly Rate
Year 4	\$53.98	+	3.0%	=	\$55.60	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	25.00%	*	91.0	=	22.8	Estimated Hours Year 1
Year 2	75.00%	*	91.0	=	68.3	Estimated Hours Year 2
Year 3	0.00%	*	91.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	91.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	91.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	91.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$49.40	*	23	=	\$1,123.75	Estimated Hours Year 1
Year 2	\$50.88	*	68	=	\$3,472.39	Estimated Hours Year 2
Year 3	\$52.40	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$53.98	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$55.60	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$4,596.14	
Direct Labor Subtotal before Escalation				=	\$4,495.00	
Estimated total of Direct Labor Salary Increase				=	\$101.14	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Douglas H. Mays</u>	Title*:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>9/21/2019</u>
Email:	<u>Dhmays@douglascivil.com</u>	Phone Number:	<u>909-335-8670</u>
Address:	<u>414 Tennessee St, Ste G, Redlands Ca 92373</u>		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EPIC LAND SOLUTIONS

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer Epic Land Solutions, Inc.		DIVISIONS/LOCATIONS Torrance, CA		
Home Office Address 2601 Airport Drive, Suite 115, Torrance, CA 90505		CONTRACT NO. RFP PW18-47		
Services to be Performed Right of Way Appraisals		TOTAL AMOUNT OF PROPOSAL (\$39,153.27)		
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost
Chief Appraiser	0	\$79.33	\$0	
Appraiser	0	\$43.27	\$0	
Administrative Support	0	\$24.04	\$0	
	0	\$0.00	\$0	
	0	\$0.00	\$0	
	0	\$0.00	\$0	
	0	\$0.00	\$0	
	0	\$0.00	\$0	
	0	\$0.00	\$0	
Labor Cost	0		\$0	
Escalation	3%		\$0	
Total Direct Labor				\$0
2. Labor Overhead Rate	Rate			
	179.42%			
				\$0
3. Travel			Est. Cost (\$)	
a. Transportation			\$0	
b. Per Diem or Subsistence			\$0	
Total Travel				\$0
4. Subcontractors/Suppliers			Est. Cost (\$)	
FF&E Appraisal			\$0	
Total Subcontractors/Suppliers				\$0
5. Other Direct Costs				\$0
6. General & Admin. Expense				\$0
7. Fee	10%			\$0
TOTAL COST AND FEE TO COMPLETE PROJECT				\$0.00
REMAINING BALANCE				(\$39,153.27)
TOTAL ESTIMATED AMENDMENT COST AND FEE				(\$39,153.27)

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking		\$0.00
\$0.545	Mileage		\$0.00
		3a. TOTAL	\$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
	Printing (8.5"x11" Black & White)		\$0.00
	Printing (11"x17" Black & White)		\$0.00
	Printing (8.5"x11" Color)		\$0.00
	Printing (11"x17" Color)		\$0.00
	Full Color Presentation Exhibits		\$0.00
		5. TOTAL	\$0.00
TYPE NAME AND TITLE			
HOLLY ROCKWELL			
NAME OF FIRM		DATE OF SUBMISSION	
Epic Land Solutions, Inc.		August 5, 2019	

TASK	DESCRIPTION	FIRM	Chief Appraiser	Appraiser	Administrative Support	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened) for 1/1/18 to 12/13/19		Project Average	\$247.49	\$134.99	\$75.00				
TASK 2 - PLAN PREPARATION									
2.4	Right of Way Documentation and Engineering	Various	0	0	0	0	\$0	-\$31,468	-\$31,468
2.4-1	Activities	Various	0	0	0	0	\$0	-\$31,468	-\$31,468
2.4-1m	Prepare secondary appraisals	EPIC				0	\$0	-\$31,468	-\$31,468
2.4-2	Right of Way Acquisition	HJA				0	\$0		\$0
	SUBTOTAL - Task 2 - Plan Preparation		0	0	0	0	\$0	-\$31,468	-\$31,468
SUBTOTAL Design Phase (Tasks 1 thru 6)							\$0	-\$31,468	-\$31,468
SUBTOTAL Construction Phase (Task 7)							\$0	\$0	\$0
SUBTOTAL Other Direct Cost							\$0	-\$185	-\$185
SUBTOTAL Subconsultants							\$0	-\$7,500	-\$7,500
TOTAL							\$0.00	-\$39,153.27	-\$39,153.27

FUGRO USA LAND

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking		\$0.00
\$0.580	Mileage	100	\$58.00
		3a. TOTAL	\$58.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$13,000.00	Geotechnical Laboratory Testing	1	\$13,000.00
\$825.00	Permitting (Ventura County)	1	\$825.00
\$53,200.00	Geotechnical Drilling	1	\$53,200.00
\$17,000.00	Geotechnical CPT Soundings	1	\$17,000.00
\$6,200.00	Investigation Derived Waste Disposal	1	\$6,200.00
\$4,600.00	Traffic Control	1	\$4,600.00
\$1,000.00	Concrete coring	1	\$1,000.00
\$500.00	PID Rental	1	\$500.00
		5. TOTAL	\$96,325.00
TYPE NAME AND TITLE			
NAME OF FIRM		DATE OF SUBMISSION	
Fugro USA Land		August 5, 2019	

TASK	DESCRIPTION	FIRM	Senior Principal	Principal	Associate	Senior	Senior Project	Project	Senior Staff	Staff	GIS Analyst	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
	Project Billing Rate (Burdened)	Project Average	\$0.00	\$244.98	\$201.54	\$170.55	\$155.99	\$137.20	\$119.26	\$105.05	\$151.23				
TASK 5 - GEOTECHNICAL INVESTIGATION															
5.1	Geotechnical and Foundation Reports	Fugro	0	72	151	0	299	0	200	0	70	792	\$129,152	-\$147,524	-\$18,372
5.1a	Geotechnical Design Report (GDR)	Fugro		10	20		18		18		12	78	\$13,250	-\$12,526	\$724
5.1b	Percolation Testing (4 Locations)	Fugro		2	4		16		20		4	46	\$6,782	-\$6,440	\$342
5.1c	Foundation Reports for Bridges, Retaining, and Sound Wall, OH Signs	Fugro		40	75		120		100		30	365	\$60,097	-\$95,887	-\$35,790
5.1d	Materials Report	Fugro		10	12		15		12		12	61	\$10,454	-\$6,126	\$4,328
5.1e	Final Geotechnical Investigation Report	Fugro		10	40		130		50		12	242	\$38,568	-\$26,545	\$12,024
		Fugro										0	\$0		\$0
		Fugro										0	\$0		\$0
	SUBTOTAL - Task 5 - Geotechnical Investigation		0	72	151	0	299	0	200	0	70	792	\$129,152	-\$147,524	-\$18,372
SUBTOTAL Design Phase (Tasks 1 thru 6)													\$129,152	-\$147,524	-\$18,372
SUBTOTAL Construction Phase (Task 7)													\$0	\$0	\$0
SUBTOTAL Other Direct Cost													\$96,383	-\$41,164	\$55,219
SUBTOTAL Subconsultants													\$0	\$0	\$0
TOTAL													\$225,534.87	-\$188,688.06	\$36,846.81

GPA CONSULTANTS

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
\$80.00	Travel	4	\$320.00
\$0.545	Mileage 2018	1600	\$872.00
\$0.580	Mileage 2019	546.4	\$316.91
(\$19.46)	Parking	1	(\$19.46)
		3a. TOTAL	\$1,489.45
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
	Printing (8.5"x11" Black & White)		\$0.00
	Printing (11"x17" Black & White)		\$0.00
	Printing (8.5"x11" Color)		\$0.00
	Printing (11"x17" Color)		\$0.00
	Full Color Presentation Exhibits		\$0.00
\$20.00	Delivery (Revalidation Packages)	12	\$240.00
		5. TOTAL	\$240.00
TYPE NAME AND TITLE		SIGNATURE	
Richard Galvin, Vice President			
NAME OF FIRM		DATE OF SUBMISSION	
GPA Consultants			

GPA Consultants

TASK	DESCRIPTION	FIRM	Principal Environmental Planner	Senior Environmental Planner	Senior Environmental Planner	Environmental Planner	Environmental Planner	Senior Associate Biologist	Senior Biologist	Associate Biologist	Associate Biologist	Senior GIS Analyst	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)		Project Average	\$255.73	\$136.60	\$132.88	\$79.82	\$74.50	\$154.99	\$126.68	\$96.87	\$83.82	\$117.97				
2.2	95% PS&E SUBMITTAL	Various	22	209	154	366	90	8	16	81	32	56	1,033	\$110,697	-\$110,697	\$0
2.2-14	Environmental Commitment Record (ECR)	WKE/GPA	22	209	154	366	90	8	16	81	32	56	1033	\$110,697	-\$110,697.28	\$0
2.2-14a	Environmental Commitment Record (ECR)	WKE	31	156	(12)	90	90	8		13		12	388	\$45,413	-\$45,413	\$0
2.2-14b	Environmental Mitigation	WKE	(9)	12	(28)	40			16	32	32		95	\$6,679	-\$6,679	\$0
2.2-14c	Environmental Document Re-Validation Technical Studies Update	WKE/GPA	(1)	41	194	236				36		44	550	\$58,605	-\$58,605	\$0
SUBTOTAL - Task 2 - Plan Preparation			22	209	154	366	90	8	16	81	32	56	1,033	\$110,697	-\$110,697	\$0
TASK 3 - SPECIFICATION PREPARATION																
3.1	Bid Specifications	Various	12	0	-29	20	20	2	32	-5	0	32	85	\$10,039	-\$10,038.84	\$0
3.1a	65% Specifications	Various	8	-16	-37	8	8	2	16	-5		16	1	\$1	-\$1	\$0
3.1b	95% Specifications	Various	2	8	4	6	6		8			8	42	\$5,019	-\$5,019	\$0
3.1c	100% Specifications	Various	2	8	4	6	6		8			8	42	\$5,019	-\$5,019	\$0
SUBTOTAL - Task 3 - Specification Preparation			12	0	(29)	20	20	2	32	(5)	0	32	85	\$10,038.84	-\$10,039	\$0
SUBTOTAL Design Phase (Tasks 1 thru 6)			34	209	125	386	110	10	48	77	32	88	1,117	\$120,736	-\$120,736	\$0
SUBTOTAL Construction Phase (Task 7)			0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
SUBTOTAL Other Direct Cost			0	0	0	0	0	0	0	0	0	0	0	\$1,729	-\$1,729	\$0
SUBTOTAL Subconsultants			0	0	0	0	0	0	0	0	0	0	0	\$41,624	-\$41,624	\$0
TOTAL			34	209	125	386	110	10	48	77	32	88	1,117	\$164,089.31	-\$164,089.31	\$0.00

GROUP DELTA

CONTRACT PRICING PROPOSAL				
City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks				
Name of Proposer		DIVISIONS/LOCATIONS		
Group Delta		Environmental		
Home Office Address		CONTRACT NO.		
32 Mauchly, Suite B, Irvine, CA 92618				
Services to be Performed		TOTAL AMOUNT OF PROPOSAL		
Phase II Site Investigation - Alternative 3B		\$144,878.01		
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost
Principal	28	\$112.87	\$3,160	
Associate	140	\$63.47	\$8,886	
Senior	14	\$45.00	\$630	
Project	170	\$38.87	\$6,608	
Staff	520	\$31.73	\$16,500	
Technician	24	\$32.57	\$782	
Draftsperson	108	\$34.37	\$3,712	
Project Support	15	\$29.48	\$442	
	0	\$0.00	\$0	
Labor Cost	1,019		\$40,720	
Escalation	3%	Per 10-H	\$1,222	
Total Direct Labor				\$41,941
2. Labor Overhead Rate	Rate			
	137.30%			
				\$57,585
3. Travel			Est. Cost (\$)	
a. Transportation			\$1,065	
b. Per Diem or Subsistence			\$800	
Total Travel				\$1,865
4. Subcontractors/Suppliers			Est. Cost (\$)	
Spectrum - Geophysical			\$7,500	
ABC Liovin - Drilling			\$34,500	
AIS - Drum Disposal			\$1,750	
Asset Labs - Laboratory			\$211,000	
Eco-Rental or Pine - Equipment Rental - GPS, Methane Meter, H2S Meter, PID			\$4,750	
Statewide - Traffic Control			\$9,000	
Statewide - Traffic Plans			\$0	
Total Subcontractors/Suppliers				\$268,500
5. Other Direct Costs				\$20,100
6. General & Admin. Expense				\$0
7. Fee	10%			\$9,953
TOTAL COST AND FEE TO COMPLETE PROJECT				\$399,943.81
REMAINING BALANCE				(\$255,065.80)
TOTAL ESTIMATED AMENDMENT COST AND FEE				\$144,878.01

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
\$10.00	Parking	5	\$50.00
\$0.580	Mileage	1750	\$1,015.00
		3a. TOTAL	\$1,065.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$800.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$4,800.00	Oxnard Encroachment Permit	1	\$4,800.00
\$800.00	Ventura County Encroachment Permit	1	\$800.00
\$3,500.00	Caltrans Encroachment Permit	1	\$3,500.00
\$135.00	Oxnard Boring Permit	1	\$135.00
\$650.00	Ventura County Boring Permit	1	\$650.00
\$25.00	FedEx	6	\$150.00
\$75.00	PPE & Sampling Supplies (gloves, baggies, ice)	15	\$1,125.00
\$180.00	Lodging (Nights)	8	\$1,440.00
\$7,500.00	UPRR Related Fees (Access, Insurance)	1	\$7,500.00
		5. TOTAL	\$20,100.00
TYPE NAME AND TITLE			
Glenn Burks			
NAME OF FIRM		DATE OF SUBMISSION	
Group Delta		August 5, 2019	

TASK	DESCRIPTION	FIRM	Principal	Associate	Senior	Project	Staff	Technician	Draftsperson	Project Support	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)		Project Average	\$303.46	\$170.65	\$120.99	\$104.51	\$65.31	\$67.57	\$92.41	\$79.26				
TASK 5 - GEOTECHNICAL INVESTIGATION														
5.1	Geotechnical and Foundation Reports	Fugro	28	140	14	170	520	24	108	15	1,019	\$109,479	-\$65,712	\$43,767
5.1g	Extended Hazardous Materials Testing	Group Delta	28	140	14	170	520	24	108	15	1,019	\$109,479	-\$65,712	\$43,767
SUBTOTAL - Task 5 - Geotechnical Investigation			28	140	14	170	520	24	108	15	1,019	\$109,479	-\$65,712	\$43,767
SUBTOTAL Design Phase (Tasks 1 thru 6)			28	140	14	170	520	24	108	15	1,019	\$109,479	-\$65,712	\$43,767
SUBTOTAL Construction Phase (Task 7)			0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
SUBTOTAL Other Direct Cost			0	0	0	0	0	0	0	0	0	\$21,965	-\$10,695	\$11,270
SUBTOTAL Subconsultants			0	0	0	0	0	0	0	0	0	\$268,500	-\$178,659	\$89,841
TOTAL			28	140	14	170	520	24	108	15	1,019	\$399,943.81	-\$255,065.80	\$144,878.01

GUIDA SURVEYING

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking		\$0.00
\$0.580	Mileage	1800	\$1,044.00
		3a. TOTAL	\$1,044.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$0.15	Printing (8.5"x11" Black & White)	50	\$7.50
\$0.45	Printing (11"x17" Black & White)	50	\$22.50
\$0.55	Printing (8.5"x11" Color)	50	\$27.50
\$0.75	Printing (11"x17" Color)	50	\$37.50
	Full Color Presentation Exhibits		\$0.00
		5. TOTAL	\$95.00
TYPE NAME AND TITLE			
Ralph W. Guida IV, PLS			
NAME OF FIRM		DATE OF SUBMISSION	
Guida Surveying		August 5, 2019	

Guida Surveying

TASK	DESCRIPTION	FIRM	Principal Land Surveyor	Sr. Project Manager	Project Manager	Project Surveyor	Project Analyst	CADD Survey Technician	CADD Operator	PLS Party Chief (Union Field)	Chainman (Union Field)	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)		Project Average	\$369.11	\$260.14	\$185.93	\$182.80	\$147.64	\$101.95	\$97.88	\$161.43	\$160.93				
TASK 2 - PLAN PREPARATION															
2.1	65% PS&E SUBMITTAL	Various	0	0	4	4	4	4	0	4	4	24	\$3,843	\$0	\$3,843
2.1-1	Roadway Plans	WKE/Guida	0	0	4	4	4	4	0	4	4	24	\$3,843	\$0	\$3,843
2.1-1d	Project Controls	Guida			4	4	4	4		4	4	24	\$3,843		\$3,843
2.2	95% PS&E SUBMITTAL	Various	0	0	4	4	4	4	0	4	4	24	\$3,843	-\$1,588	\$2,255
2.2-1	Update Roadway Plans	WKE/Guida	0	0	4	4	4	4	0	4	4	24	\$3,843	-\$1,588	\$2,255
2.2-1d	Update Project Controls	Guida			4	4	4	4		4	4	24	\$3,843	-\$1,588	\$2,255
2.4	Right of Way Documentation and Engineering	Various	10	43	84	700	100	20	20	120	120	1217	\$218,098	-\$23	\$218,075
2.4-1	Activities	Various	10	43	84	700	100	20	20	120	120	1217	\$218,098	\$0	\$218,075
2.4-1f	Prepare Right-of-Way Appraisal Maps	Guida	2	6		260	20					288	\$52,779		\$52,779
2.4-1g	Prepare Acquisition Documents	Guida		6	40							46	\$8,998		\$8,998
2.4-1i	Prepare Director's Deed and Plats	Guida	2	6		190						198	\$37,031		\$37,031
2.4-1j	Prepare Utility Legal Description and Plat	Guida	2	6		250	20					278	\$50,951		\$50,951
2.4-1k	Prepare Parcel Files	Guida		6			20					26	\$4,514		\$4,514
2.4-1n	Prepare Right-of-Way Requirement Maps (PD-26)	Guida	2	6	40							48	\$9,736		\$9,736
2.4-1o	Additional Design Survey	Guida	2	7	4		40	20	20	120	120	333	\$54,088	-\$23	\$54,066
SUBTOTAL - Task 2 - Plan Preparation			10	43	92	708	108	28	20	128	128	1,265	\$225,783	-\$1,610	\$224,173
SUBTOTAL Design Phase (Tasks 1 thru 6)			10	43	92	708	108	28	20	128	128	1,265	\$225,783	-\$1,610	\$224,173
SUBTOTAL Construction Phase (Task 7)			0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
SUBTOTAL Other Direct Cost			0	0	0	0	0	0	0	0	0	0	\$1,139	\$0	\$1,139
SUBTOTAL Subconsultants			0	0	0	0	0	0	0	0	0	0	\$13,190	-\$21,446	-\$8,256
TOTAL			10	43	92	708	108	28	20	128	128	1,265	\$240,111.98	-\$23,056.81	\$217,055.17

HAMNER, JEWELL AND ASSOCIATES

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking		\$0.00
\$0.580	Mileage		\$0.00
		3a. TOTAL	\$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
	Printing (8.5"x11" Black & White)		\$0.00
	Printing (11"x17" Black & White)		\$0.00
	Printing (8.5"x11" Color)		\$0.00
	Printing (11"x17" Color)		\$0.00
	Full Color Presentation Exhibits		\$0.00
\$500.00	Postage and Delivery	1	\$500.00
\$15,000.00	Appraisal (Complex Industrial/AG)	11	\$165,000.00
\$15,000.00	Farming Expert Consultant	1	\$15,000.00
		5. TOTAL	\$180,500.00
TYPE NAME AND TITLE			
Lillian Jewell, President and Managing Senior Associate			
NAME OF FIRM		DATE OF SUBMISSION	
Hamner, Jewell & Associates		August 5, 2019	

TASK	DESCRIPTION	FIRM	Managing Senior Associate	Right of Way Agent (Sr II)	Right of Way Agent (Sr I)	Right of Way Agt II	Right of Way Agt I	Transaction Coordinators	Clerical Support	Project Coordinator	Project Administrator	TOTAL HOURS	COST TO COMPLETE	CREDIT	COST
Project Billing Rate (Burdened)		Project Average	\$252.77	\$164.75	\$117.07	\$0.00	\$0.00	\$95.79	\$47.20	\$108.75	\$0.00				
TASK 2 - PLAN PREPARATION															
2.4	Right of Way Documentation and Engineering	Various	0	420	0	0	0	0	0	0	0	420	\$69,197	-\$51,489	\$17,708
2.4-1	Activities	Various	0	420	0	0	0	0	0	0	0	420	\$69,197	\$0	\$69,197
2.4-1a	Perform Record Data Search	HJA		60								60	\$9,885		\$9,885
2.4-1b	Acquire Title Reports	HJA										0	\$0		\$0
2.4-1g	Prepare Acquisition Documents	HJA										0	\$0		\$0
2.4-1l	Prepare appraisals (appraisal costs provided in ODC Detail)	HJA		110								110	\$18,123		\$18,123
2.4-1p	Acquire Right of Entry Permits	HJA		250								250	\$41,189	\$0	\$41,188
2.4-2	Right of Way Acquisition	HJA										0	\$0	-\$51,489	-\$51,489
	SUBTOTAL - Task 2 - Plan Preparation		0	420	0	0	0	0	0	0	0	420	\$69,197	-\$51,489	\$17,708
SUBTOTAL Design Phase (Tasks 1 thru 6)													\$69,197	-\$51,489	\$17,708
SUBTOTAL Construction Phase (Task 7)													\$0	\$0	\$0
SUBTOTAL Other Direct Cost													\$180,500	-\$71,209	\$109,291
SUBTOTAL Subconsultants													\$0	\$0	\$0
TOTAL													\$249,696.72	-\$122,697.39	\$126,999.33

KIMLEY-HORN AND ASSOCIATES

[illegible]

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
\$10.00	Parking	10	\$100.00
\$0.580	Mileage	800	\$464.00
		3a. TOTAL	\$564.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
	Printing (8.5"x11" Black & White)		\$0.00
	Printing (11"x17" Black & White)		\$0.00
	Printing (8.5"x11" Color)		\$0.00
\$0.50	Printing (11"x17" Color)	50	\$25.00
\$2.00	Full Color Presentation Exhibits	50	\$100.00
		5. TOTAL	\$125.00
TYPE NAME AND TITLE			
NAME OF FIRM		DATE OF SUBMISSION	
Kimley Horn and Associates, Inc		August 5, 2019	

TASK	DESCRIPTION	FIRM	Principal in Charge	Project Manager	Sr. Professional 1	Professional 1	Professional 2	Professional 3	Project Support	Admin Support	Analyst	Sr. Professional 2	TOTAL HOURS	COST TO COMPLETE	CREDIT	COST
Project Billing Rate (Burdened)		Project Average	\$334.89	\$212.65	\$213.48	\$157.41	\$137.35	\$187.57	\$179.22	\$92.15	\$127.26	\$289.68				
TASK 2 - PLAN PREPARATION																
2.1	65% PS&E SUBMITTAL	Various	5	162	72	364	0	45	0	0	992	0	1640	\$243,471	\$0	\$243,471
2.1-3	Stage Construction, Detours, and TMP	KHA	4	97	72	234	0	0	0	0	592	0	999	\$149,508	\$0	\$149,508
2.1-3a	Transportation Management Plan	KHA	1	20		40					72		133	\$20,047		\$20,047
2.1-3b	Stage Construction (Plans, Details, and Quantities)	KHA	3	37	32	62	0	0	0	0	180	0	314	\$48,370	\$0	\$48,370
2.1-3b.1	Stage Construction CAS and Index	KHA	3	3		5					20		31	\$4,975		\$4,975
2.1-3b.2	Stage Construction Plans	KHA		20	22	30					110		182	\$27,670		\$27,670
2.1-3b.3	Stage Construction Details	KHA		6	5	15					25		51	\$7,886		\$7,886
2.1-3b.4	Stage Construction Quantity Sheets	KHA		8	5	12					25		50	\$7,839		\$7,839
2.1-3c	Traffic Handling Plan Detour (Plans and Quantities)	KHA		40	40	132					340		552	\$81,091		\$81,091
2.1-5	Sign Plans	KHA	0	25	0	50	0	0	0	0	190	0	265	\$37,365	\$0	\$37,365
2.1-5a	Sign Plans	KHA		15		20					110		145	\$20,336		\$20,336
2.1-5b	Sign Details	KHA		5		15					40		60	\$8,515		\$8,515
2.1-5c	Sign Quantities	KHA		5		15					40		60	\$8,515		\$8,515
2.1-6	Electrical Lighting, Signals	KHA/LIN	1	40	0	80	0	45	0	0	210	0	376	\$56,598	\$0	\$56,598
2.1-6a	Traffic Signals	KHA	1	40		80		45			210		376	\$56,598		\$56,598
2.2	95% PS&E SUBMITTAL	Various	3	70	7	154	0	0	0	0	511	0	745	\$106,654	-\$21,843.10	\$84,811
2.2-3	Update Stage Construction and Detours	KHA	2	40	7	76	0	0	0	0	314	0	439	\$62,592	-\$12,268	\$50,324
2.2-3a	Update Stage Construction (Plans, Details, and Quantities)	KHA	2	20	4	36	0	0	0	0	94	0	156	\$23,406	-\$5,820	\$17,585
2.2-3a-1	Update Stage Construction CAS and Index	KHA	2	4		4					10		20	\$3,423	-\$1,173	\$2,250
2.2-3a-2	Update Stage Construction Plans	KHA		10	2	20					50		82	\$12,065	-\$1,672	\$10,392
2.2-3a-3	Update Stage Construction Details	KHA		4	1	6					20		31	\$4,554	-\$1,649	\$2,905
2.2-3a-4	Update Stage Construction Quantity Sheets	KHA		2	1	6					14		23	\$3,365	-\$1,327	\$2,038
2.2-3b	Update Traffic Handling Plan Detour (Plans and Quantities)	KHA		20	3	40					220		283	\$39,186	-\$4,531	\$34,655
2.2-3c	Update Detour Traffic Signal and rail crossing	KHA											0	\$0	-\$1,917	-\$1,917
2.2-5	Update Sign Plans	KHA	0	9	0	41	0	0	0	0	97	0	147	\$20,712	-\$5,277	\$15,435
2.2-5a	Update Sign Plans	KHA		4		25					60		89	\$12,421	-\$2,653	\$9,768
2.2-5b	Update Sign Details	KHA		3		10					22		35	\$5,012	-\$1,470	\$3,542
2.2-5c	Update Sign Quantities	KHA		2		6					15		23	\$3,279	-\$1,153	\$2,125
2.2-6	Update Electrical Lighting, Signals	KHA/LIN	0	15	0	25	0	0	0	0	60	0	100	\$14,760	-\$2,182	\$12,579
2.2-6a	Update Traffic Signals	KHA		15		25					60		100	\$14,760	-\$2,182	\$12,579
2.2-15	Update TMP	KHA	1	6		12					40		59	\$8,590	-\$2,116	\$6,474

TASK	DESCRIPTION	FIRM	Principal in Charge	Project Manager	Sr. Professional 1	Professional 1	Professional 2	Professional 3	Project Support	Admin Support	Analyst	Sr. Professional 2	TOTAL HOURS	COST TO COMPLETE	CREDIT	COST
2.3	100% PS&E SUBMITTAL	Various	3	71	0	125	0	0	0	0	225	0	424	\$64,412	-\$70,131	-\$5,719
2.3-3	Final Stage Construction and Detours	KHA	2	40	0	75	0	0	0	0	152	0	269	\$40,325	-\$46,610	-\$6,285
2.3-3a	Final Stage Construction (Plans, Details, and Quantities)	KHA	2	20	0	35	0	0	0	0	72	0	129	\$19,595	-\$20,063	-\$469
2.3-3a.1	Final Stage Construction CAS and Index	KHA	2	3		2					5		12	\$2,259	-\$1,584	\$674
2.3-3a.2	Final Stage Construction Plans	KHA		10		20					40		70	\$10,365	-\$11,364	-\$999
2.3-3a.3	Final Stage Construction Details	KHA		5		8					15		28	\$4,231	-\$4,439	-\$208
2.3-3a.4	Final Stage Construction Quantity Sheets	KHA		2		5					12		19	\$2,739	-\$2,675	\$64
2.3-3b	Final Traffic Handling Plan Detour (Plans and Quantities)	KHA		20		40					80		140	\$20,730	-\$20,243	\$487
2.3-3c	Final Detour Traffic Signal and rail crossing	KHA											0	\$0	-\$6,303	-\$6,303
2.3-5	Final Sign Plans	KHA	0	13	0	22	0	0	0	0	45	0	80	\$11,954	-\$11,673	\$281
2.3-5a	Final Sign Plans	KHA		5		10					25		40	\$5,819	-\$5,682	\$137
2.3-5b	Final Sign Details	KHA		3		7					10		20	\$3,012	-\$2,942	\$71
2.3-5c	Final Sign Quantities	KHA		5		5					10		20	\$3,123	-\$3,050	\$73
2.3-6	Final Electrical Lighting, Signals	KHA/LIN	0	10	0	10	0	0	0	0	20	0	40	\$6,246	-\$6,099	\$147
2.3-6a	Final Traffic Signals	KHA		10		10					20		40	\$6,246	-\$6,099	\$147
2.3-12	Final Reports	WKE/KHA	1	8	0	18	0	0	0	0	8	0	35	\$5,888	-\$5,749	\$138
2.3-12a	Final Drainage Report	WKE											0	\$0		\$0
2.3-12b	Final SWDR	WKE											0	\$0		\$0
2.3-12c	Final TMP	KHA	1	8		18					8		35	\$5,888	-\$5,749	\$138
TASK 3 - SPECIFICATION PREPARATION																
3.1	Bid Specifications	Various	15	35	0	120	0	0	0	0	0	0	170	\$31,356	-\$13,013	\$18,343
3.1a	65% Specifications	Various	5	10		40							55	\$10,098		\$10,098
3.1b	95% Specifications	Various	5	20		60							85	\$15,372	-\$8,802	\$6,570
3.1c	100% Specifications	Various	5	5		20							30	\$5,886	-\$4,211	\$1,675
	SUBTOTAL - Task 3 - Specification Preparation		15	35	0	120	0	0	0	0	0	0	170	\$31,355.82	-\$13,013	\$18,343
TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST																
4.1	Engineer's Estimate	Various	0	35	0	70	0	0	0	0	100	0	205	\$31,187	-\$13,916	\$17,272
4.1a	65% Engineer's Estimate	Various		10		40					40		90	\$13,513		\$13,513
4.1b	95% Engineer's Estimate	Various		20		20					40		80	\$12,491	-\$8,855	\$3,637
4.1c	100% Engineer's Estimate	Various		5		10					20		35	\$5,182	-\$5,061	\$122
4.1d	Alt 3a and 3b Engineer's Estimate	WKE											0	\$0		\$0
	SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost		0	35	0	70	0	0	0	0	100	0	205	\$31,187	-\$13,916	\$17,272
SUBTOTAL Design Phase (Tasks 1 thru 6)																
			26	373	79	833	0	45	0	0	1,828	0	3,184	\$477,080	-\$118,903	\$358,177
SUBTOTAL Construction Phase (Task 7)																
			0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
SUBTOTAL Other Direct Cost																
			0	0	0	0	0	0	0	0	0	0	0	\$689	-\$409	\$280
SUBTOTAL Subconsultants																
			0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
TOTAL																
			26	373	79	833	0	45	0	0	1,828	0	3,184	\$477,769.24	-\$119,311.61	\$358,457.63

KENNEDY/JENKS CONSULTANTS

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking		\$0.00
\$0.580	Mileage	1500	\$870.00
		3a. TOTAL	\$870.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$0.12	Printing (8.5"x11" Black & White)	2,000	\$240.00
\$0.13	Printing (11"x17" Black & White)	240	\$31.20
\$0.25	Printing (8.5"x11" Color)		\$0.00
\$0.50	Printing (11"x17" Color)		\$0.00
\$2.70	Full Color Presentation Exhibits		\$0.00
\$0.60	Printing (24"x36" Bond)	240	\$144.00
\$5.70	Printing (24"x36" Mylar)	24	\$136.80
		5. TOTAL	\$552.00
TYPE NAME AND TITLE			
Jeff Savard, Vice President			
NAME OF FIRM		DATE OF SUBMISSION	
Kennedy/Jenks Consultants		July 30, 2019	

TASK	DESCRIPTION	FIRM	Engineer 8	Engineer 7	Engineer 6	Engineer 5	Engineer 3	Sr. CAD-Tech	Project Administrator	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)			Project Average	\$270.20	\$0.00	\$200.15	\$199.32	\$141.27	\$119.79	\$114.42			
TASK 2 - PLAN PREPARATION													
2.1	65% PS&E SUBMITTAL	Various	75	0	88	28	0	154	8	353	\$62,821	\$0	\$62,821
2.1-10	Utility Plans	WKE/KJC	75	0	88	28	0	154	8	353	\$62,821	\$0	\$62,821
2.1-10d	City Sewer Line	KJC	19		23	7		38	2	89	\$15,913		\$15,913
2.1-10e	City Water Line	KJC	37		44	14		78	4	177	\$31,395		\$31,395
2.1-10f	United Water Conservation District Water Line	KJC	19		21	7		38	2	87	\$15,513		\$15,513
2.2	95% PS&E SUBMITTAL	Various	92	0	113	36	0	198	9	448	\$79,398	-\$11,978	\$67,420
2.2-10	Update Utility Plans	WKE/KJC	92	0	113	36	0	198	9	448	\$79,398	-\$11,978	\$67,420
2.2-10d	City Sewer Line	KJC	23		30	9		50	2	114	\$20,231	-\$2,583	\$17,648
2.2-10e	City Water Line	KJC	46		56	18		98	5	223	\$39,536	-\$4,313	\$35,223
2.2-10f	United Water Conservation District Water Line	KJC	23		27	9		50	2	111	\$19,631	-\$3,657	\$15,973
2.2-10g	City 36" Sewer Line South of SR 34 (Optional)	KJC								0	\$0	-\$1,425	-\$1,425
2.3	100% PS&E SUBMITTAL	Various	38	0	49	16	0	88	4	195	\$34,263	-\$46,259	-\$11,996
2.3-10	Final Utility Plans	WKE/KJC	38	0	49	16	0	88	4	195	\$34,263	-\$46,259	-\$11,996
2.3-10d	City Sewer Line	KJC	11		12	5		22	1	51	\$9,120	-\$12,334	-\$3,214
2.3-10e	City Water Line	KJC	19		25	8		44	2	98	\$17,231	-\$15,357	\$1,874
2.3-10f	United Water Conservation District Water Line	KJC	8		12	3		22	1	46	\$7,911	-\$13,222	-\$5,311
2.3-10g	City 36" Sewer Line South of SR 34 (Optional)	KJC								0	\$0	-\$5,345	-\$5,345
	SUBTOTAL - Task 2 - Plan Preparation		205	0	250	80	0	440	21	996	\$176,482	-\$58,238	\$118,245

TASK	DESCRIPTION	FIRM	Engineer 8	Engineer 7	Engineer 6	Engineer 5	Engineer 3	Sr. CAD-Tech	Project Administrator	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
TASK 3 - SPECIFICATION PREPARATION													
3.1	Bid Specifications	Various	12	0	48	0	0	0	14	74	\$14,451	\$0	\$14,451
3.1a	65% Specifications	Various	6		24				8	38	\$7,340		\$7,340
3.1b	95% Specifications	Various	4		20				4	28	\$5,541		\$5,541
3.1c	100% Specifications	Various	2		4				2	8	\$1,570		\$1,570
	SUBTOTAL - Task 3 - Specification Preparation		12	0	48	0	0	0	14	74	\$14,451.40	\$0	\$14,451
TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST													
4.1	Engineer's Estimate	Various	7	0	40	0	0	0	0	47	\$9,897	\$0	\$9,897
4.1a	65% Engineer's Estimate	Various	4		24					28	\$5,884		\$5,884
4.1b	95% Engineer's Estimate	Various	2		12					14	\$2,942		\$2,942
4.1c	100% Engineer's Estimate	Various	1		4					5	\$1,071		\$1,071
	SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost		7	0	40	0	0	0	0	47	\$9,897	\$0	\$9,897
	SUBTOTAL Design Phase (Tasks 1 thru 6)		224	0	338	80	0	440	35	1,117	\$200,831	-\$58,238	\$142,593
	SUBTOTAL Construction Phase (Task 7)		0	0	0	0	0	0	0	0	\$0	\$0	\$0
	SUBTOTAL Other Direct Cost		0	0	0	0	0	0	0	0	\$1,422	-\$659	\$763
	SUBTOTAL Subconsultants		0	0	0	0	0	0	0	0	\$0	\$0	\$0
	TOTAL		224	0	338	80	0	440	35	1,117	\$202,252.85	-\$58,896.65	\$143,356.20

LIN CONSULTANTS

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
\$20.00	Parking	3	\$60.00
\$0.580	Mileage	600	\$348.00
		3a. TOTAL	\$408.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
	Printing (8.5"x11" Black & White)		\$0.00
	Printing (11"x17" Black & White)		\$0.00
	Printing (8.5"x11" Color)		\$0.00
	Printing (11"x17" Color)		\$0.00
	Full Color Presentation Exhibits		\$0.00
		5. TOTAL	\$0.00
TYPE NAME AND TITLE			
William Sun/Vice President			
NAME OF FIRM		DATE OF SUBMISSION	
LIN Consulting, Inc.			

TASK	DESCRIPTION	FIRM	Principal	Senior Project Manager	Project Engineer	Assistant Engineer	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)		Project Average	\$204.77	\$186.03	\$95.94	\$61.52				
TASK 2 - PLAN PREPARATION										
2.1	65% PS&E SUBMITTAL	Various	12	50	114	50	226	\$25,772	\$0	\$25,772
2.1-6	Electrical Lighting, Signals	KHA, LIN	12	50	114	50	226	\$25,772	\$0	\$25,772
2.1-6b	Modifying Existing Electrical Systems	LIN	9	40	90	30	169	\$19,765		\$19,765
2.1-6c	Electrical System Details	LIN	2	6	16	16	40	\$4,045		\$4,045
2.1-6d	Electrical System Quantities	LIN	1	4	8	4	17	\$1,963		\$1,963
2.2	95% PS&E SUBMITTAL	WKE	8	26	78	38	150	\$16,296	-\$11,961	\$4,335
2.2-6	Update Electrical Lighting, Signals	KHA, LIN	8	26	78	38	150	\$16,296	-\$11,961	\$4,335
2.2-6b	Update Modifying Existing Electrical Systems	LIN	5	20	60	20	105	\$11,731	-\$8,886.88	\$2,845
2.2-6c	Update Electrical System Details	LIN	2	4	12	12	30	\$3,043	-\$1,761.44	\$1,282
2.2-6d	Update Electrical System Quantities	LIN	1	2	6	6	15	\$1,522	-\$1,313.00	\$209
2.3	100% PS&E SUBMITTAL	WKE	5	17	45	23	90	\$9,919	-\$8,244	\$1,675
2.3-6	Final Electrical Lighting, Signals	KHA, LIN	5	17	45	23	90	\$9,919	-\$8,244	\$1,675
2.3-6b	Final Modifying Existing Electrical Systems	LIN	3	12	33	11	59	\$6,689	-\$5,810	\$879
2.3-6c	Final Electrical System Details	LIN	1	3	8	8	20	\$2,023	-\$1,276	\$747
2.3-6d	Final Electrical System Quantities	LIN	1	2	4	4	11	\$1,207	-\$1,158	\$49
SUBTOTAL - Task 2 - Plan Preparation			25	93	237	111	466	\$51,987	-\$20,205	\$31,782

TASK	DESCRIPTION	FIRM	Principal	Senior Project Manager	Project Engineer	Assistant Engineer	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST ----- (Cost to Complete - Remaining Balance)
TASK 3 - SPECIFICATION PREPARATION										
3.1	Bid Specifications	WKE	20	38	0	0	58	\$11,164	-\$10,541	\$623
3.1a	65% Specifications	WKE	4	6			10	\$1,935		\$1,935
3.1b	95% Specifications	WKE	10	20			30	\$5,768	-\$8,685	-\$2,916
3.1c	100% Specifications	WKE	6	12			18	\$3,461	-\$1,857	\$1,604
	SUBTOTAL - Task 3 - Specification Preparation		20	38	0	0	58	\$11,164.43	-\$10,541	\$623
TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST										
4.1	Engineer's Estimate	WKE	3	9	16	18	46	\$4,931	-\$2,796	\$2,135
4.1a	65% Engineer's Estimate	WKE	1	4	6	8	19	\$2,017		\$2,017
4.1b	95% Engineer's Estimate	WKE	1	3	6	6	16	\$1,708	-\$1,638	\$69
4.1c	100% Engineer's Estimate	WKE	1	2	4	4	11	\$1,207	-\$1,158	\$49
	SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost		3	9	16	18	46	\$4,931	-\$2,796	\$2,135
SUBTOTAL Design Phase (Tasks 1 thru 6)								\$68,083	-\$33,543	\$34,540
SUBTOTAL Construction Phase (Task 7)								\$0	\$0	\$0
SUBTOTAL Other Direct Cost								\$408	-\$444	-\$36
SUBTOTAL Subconsultants								\$0	\$0	\$0
TOTAL								\$68,490.51	-\$33,987.23	\$34,503.28

PACRIM ENGINEERING

[illegible]

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking		\$0.00
\$0.580	Mileage	300	\$174.00
		3a. TOTAL	\$174.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$0.15	Printing (8.5"x11" Black & White on Bond)	1,000	\$150.00
\$0.45	Printing (11"x17" Black & White on Bond)	200	\$90.00
\$0.50	Printing (8.5"x11" Color on Bond)	200	\$100.00
\$1.00	Printing (11"x17" Color on Bond)	200	\$200.00
	Full Color Presentation Exhibits on Bond		\$0.00
		5. TOTAL	\$540.00
TYPE NAME AND TITLE			
Peter Liu, Principal			
NAME OF FIRM		DATE OF SUBMISSION	
PacRim Engineering Inc			

TASK	DESCRIPTION	FIRM	Principal Engr	Project Manager	Project Engr	Designer	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)		Project Average	\$300.73	\$213.92	\$144.48	\$105.72				
TASK 2 - PLAN PREPARATION										
2.1	65% PS&E SUBMITTAL	Various	12	24	60	60	156	\$23,755	\$0	\$23,755
2.1-9	Retaining Wall Plans	Various	12	24	60	60	156	\$23,755	\$0	\$23,755
2.1-9h	Retaining Wall 1 - Alternative 3B	PacRim	12	24	60	60	156	\$23,755		\$23,755
2.2	95% PS&E SUBMITTAL	Various	18	32	80	80	210	\$32,274	-\$118,478	-\$86,204
2.2-9	Update Retaining Wall Plans	Various	18	32	80	80	0	\$32,274	-\$118,478	-\$86,204
2.2-9b	Retaining Wall 1	PacRim					0	\$0	-\$54,596	-\$54,596
2.2-9e	Retaining Wall 4	WKE/PacRim					0	\$0	-\$29,693	-\$29,693
2.2-9f	Retaining Wall 5	WKE/PacRim					0	\$0	-\$34,189	-\$34,189
2.2-9h	Retaining Wall 1 - Alternative 3B	PacRim	18	32	80	80	210	\$32,274		\$32,274
2.3	100% PS&E SUBMITTAL	Various	1	2	3	4	10	\$1,585	-\$4,588	-\$3,003
2.3-9	Final Retaining Wall Plans	Various	1	2	3	4	10	\$1,585	-\$4,588	-\$3,003
2.3-9b	Retaining Wall 1	PacRim					0	\$0	-\$4,588	-\$4,588
2.3-9h	Retaining Wall 1 - Alternative 3B	PacRim	1	2	3	4	10	\$1,585		\$1,585
SUBTOTAL - Task 2 - Plan Preparation			31	58	143	144	376	\$57,614	-\$123,066	-\$65,452

TASK	DESCRIPTION	FIRM	Principal Engr	Project Manager	Project Engr	Designer	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
TASK 3 - SPECIFICATION PREPARATION										
3.1	Bid Specifications	Various	12	48	20	0	80	\$16,767	-\$15,471	\$1,296
3.1a	65% Specifications	Various	2	8	4		14	\$2,891		\$2,891
3.1b	95% Specifications	Various	8	32	8		48	\$10,407	-\$11,571	-\$1,164
3.1c	100% Specifications	Various	2	8	8		18	\$3,469	-\$3,900	-\$431
	SUBTOTAL - Task 3 - Specification Preparation		12	48	20	0	80	\$16,766.56	-\$15,471	\$1,296
TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST										
4.1	Engineer's Estimate	Various	9	44	48	60	161	\$25,397	-\$53,074	-\$27,677
4.1a	65% Engineer's Estimate	Various	3	8	8	12	31	\$5,038		\$5,038
4.1b	95% Engineer's Estimate	Various	3	24	24	32	83	\$12,887	-\$43,565	-\$30,678
4.1c	100% Engineer's Estimate	Various	3	12	16	16	47	\$7,472	-\$9,509	-\$2,036
4.1d	Alt 3a and 3b Engineer's Estimate	WKE					0	\$0		\$0
	SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost		9	44	48	60	161	\$25,397	-\$53,074	-\$27,677
SUBTOTAL Design Phase (Tasks 1 thru 6)			52	150	211	204	617	\$99,778	-\$191,611	-\$91,833
SUBTOTAL Construction Phase (Task 7)			0	0	0	0	0	\$0	\$0	\$0
SUBTOTAL Other Direct Cost			0	0	0	0	0	\$714	-\$1,398	-\$684
SUBTOTAL Subconsultants			0	0	0	0	0	\$0	\$0	\$0
TOTAL			52	150	211	204	617	\$100,491.77	-\$193,008.68	-\$92,516.91

PADRE

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
	Parking	0	\$0.00
\$0.545	Mileage	0	\$0.00
		3a. TOTAL	\$0.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$0.12	Printing (8.5"x11" Black & White)	0	\$0.00
\$0.13	Printing (11"x17" Black & White)	0	\$0.00
\$0.25	Printing (8.5"x11" Color)	0	\$0.00
\$0.50	Printing (11"x17" Color)	0	\$0.00
\$2.70	Full Color Presentation Exhibits	0	\$0.00
\$0.60	Printing (24"x36" Bond)	0	\$0.00
\$5.70	Printing (24"x36" Mylar)	0	\$0.00
		5. TOTAL	\$0.00
TYPE NAME AND TITLE			
Jeff Savard,Vice President			
NAME OF FIRM		DATE OF SUBMISSION	
Padre Associates, Inc.			

TASK	DESCRIPTION	FIRM	Principal Professional	Senior Professional	Project Professional	Drafting	Word Processing	0.00	0.00	0.00	0.00	TOTAL HOURS	COST TO COMPLETE	REMAINING BALANCE	AMENDMENT COST (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)		Project Average	\$160.00	\$140.00	\$110.00	\$70.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00				
TASK 2 - PLAN PREPARATION															
2.1	65% PS&E SUBMITTAL	Various	0	0	0	0	0	0	0	0	0	0	\$0	-\$5	-\$5
2.1-10	Utility Plans	WKE/KJC	0	0	0	0	0	0	0	0	0	0	\$0	\$0	-\$5
2.1-10i	Well Abandonment Work Plan/Site Health & Safety Plan/Permitting	Padre										0	\$0	-\$5	-\$5
SUBTOTAL - Task 2 - Plan Preparation			0	0	0	0	0	0	0	0	0	0	\$0	-\$5	-\$5
SUBTOTAL Design Phase (Tasks 1 thru 6)													\$0	-\$5	-\$5
SUBTOTAL Construction Phase (Task 7)													\$0	\$0	\$0
SUBTOTAL Other Direct Cost													\$0	\$0	\$0
SUBTOTAL Subconsultants													\$0	\$0	\$0
TOTAL													\$0.00	-\$5.00	-\$5.00

TATSUMI AND PARTNERS

CONTRACT PRICING PROPOSAL			
SUPPORTING SCHEDULE			
ITEM NO.	ITEM DESCRIPTION	NUMBER	EST. COST (\$)
3a. Travel - Transportation			
\$10.00	Parking	4	\$40.00
\$0.580	Mileage	200	\$116.00
		3a. TOTAL	\$156.00
3b. Travel - Per Diem or Subsistence	Subsistence (Meals)	3b. TOTAL	\$0.00
5. Other Direct Costs			
Unit Cost	Reproduction	Number	
\$0.05	Printing (8.5"x11" Black & White on Bond)	50	\$2.50
\$0.10	Printing (11"x17" Black & White on Bond)	100	\$10.00
\$0.45	Printing (8.5"x11" Color on Bond)	20	\$9.00
\$0.90	Printing (11"x17" Color on Bond)	50	\$45.00
\$9.00	Full Color Presentation Exhibits on Bond	8	\$72.00
		5. TOTAL	\$138.50
TYPE NAME AND TITLE			
David Tatsumi, President			
NAME OF FIRM		DATE OF SUBMISSION	
Tatsumi and Partners, Inc.			

TASK	DESCRIPTION	FIRM	Senior Principal	Senior Associate	Associate	Senior Technical Staff	Technical Staff	Landscape Staff	TOTAL HOURS	COST TO COMPLETE	Remaining Balance	Amendment Cost (Cost to Complete - Remaining Balance)
Project Billing Rate (Burdened)		Project Average	\$281.63	\$155.60	\$134.24	\$117.46	\$111.36	\$92.37				
TASK 2 - PLAN PREPARATION												
2.1	65% PS&E SUBMITTAL	Various	10	0	110	184	236	104	644	\$74,043	\$0	\$74,043
2.1-2	Drainage Plans	WKE/Tatsumi	8	0	46	46	58	36	194	\$23,255	\$0	\$23,255
2.1-2d	Erosion Control Plans	Tatsumi	8		46	46	58	36	194	\$23,255		\$23,255
2.1-7	Irrigation Plans	Tatsumi	0	0	32	90	114	60	296	\$32,504	\$0	\$32,504
2.1-7a	Irrigation Removals	Tatsumi			12	28	46	16	102	\$11,340		\$11,340
2.1-7b	Irrigation Plans	Tatsumi			12	46	52	36	146	\$15,770		\$15,770
2.1-7c	Irrigation Quantities	Tatsumi			8	16	16	8	48	\$5,394		\$5,394
2.1-8	Bridge Plans (Unchecked Details)	WKE/Tatsumi	1	0	16	24	32	4	77	\$9,141	\$0	\$9,141
2.1-8b	Aesthetics Structures Details	Tatsumi	1		16	24	32	4	77	\$9,141		\$9,141
2.1-9	Retaining Wall Plans	Various	1	0	16	24	32	4	77	\$9,141	\$0	\$9,141
2.1-9g	Aesthetics Wall Details	Tatsumi	1		16	24	32	4	77	\$9,141		\$9,141
2.2	95% PS&E SUBMITTAL	Various	3	0	30	96	106	52	287	\$32,236	-\$85,322	-\$53,087
2.2-2	Update Drainage Plans	WKE/Tatsumi	1	0	8	24	24	8	65	\$7,506	-\$19,891	-\$12,385
2.2-2d	Update Erosion Control Plans	Tatsumi	1		8	24	24	8	65	\$7,506	-\$19,891	-\$12,385
2.2-7	Update Irrigation Plans	Tatsumi	0	0	6	36	52	28	122	\$13,131	-\$36,797	-\$23,666
2.2-7a	Update Irrigation Removals	Tatsumi			1	12	16	8	37	\$3,984	-\$12,264	-\$8,279
2.2-7b	Update Irrigation Plans	Tatsumi			4	20	28	16	68	\$7,322	-\$18,872	-\$11,550
2.2-7c	Update Irrigation Quantities	Tatsumi			1	4	8	4	17	\$1,824	-\$5,661	-\$3,837
2.2-8	Update Bridge Plans	WKE/Tatsumi	1	0	8	18	12	8	47	\$5,465	-\$12,081	-\$6,616
2.2-8b	Update Aesthetics Structures Details	Tatsumi	1		8	18	12	8	47	\$5,465	-\$12,081	-\$6,616
2.2-9	Update Retaining Wall Plans	Various	1	0	8	18	18	8	53	\$6,133	-\$16,554	-\$10,420
2.2-9g	Update Aesthetics Wall Details	Tatsumi	1		8	18	18	8	53	\$6,133	-\$16,554	-\$10,420
2.3	100% PS&E SUBMITTAL	Various	1	0	17	44	34	32	128	\$14,154	-\$13,651	\$503
2.3-2	Final Drainage Plans	WKE/Tatsumi	0	0	8	12	8	8	36	\$4,033	-\$3,890	\$143
2.3-2c	Final Erosion Control Plans	Tatsumi			8	12	8	8	36	\$4,033	-\$3,890	\$143
2.3-7	Final Irrigation Plans	Tatsumi	0	0	4	16	12	12	44	\$4,741	-\$4,573	\$168
2.3-7a	Final Irrigation Removals	Tatsumi			1	6	4	4	15	\$1,614	-\$1,557	\$57
2.3-7b	Final Irrigation Plans	Tatsumi			2	6	8	8	24	\$2,523	-\$2,433	\$90
2.3-7c	Final Irrigation Quantities	Tatsumi			1	4			5	\$604	-\$583	\$21
2.3-8	Final Bridge Plans	WKE/Tatsumi	0	0	4	8	8	6	26	\$2,862	-\$2,760	\$102
2.3-8b	Final Aesthetics Structures Details	Tatsumi			4	8	8	6	26	\$2,862	-\$2,760	\$102
2.3-9	Final Retaining Wall Plans	Various	1	0	1	8	6	6	22	\$2,518	-\$2,428	\$89
2.3-9g	Final Aesthetics Wall Details	Tatsumi	1		1	8	6	6	22	\$2,518	-\$2,428	\$89
	SUBTOTAL - Task 2 - Plan Preparation		14	0	157	324	376	188	1,059	\$120,432	-\$98,974	\$21,459

TASK	DESCRIPTION	FIRM	Senior Principal	Senior Associate	Associate	Senior Technical Staff	Technical Staff	Landscape Staff	TOTAL HOURS	COST TO COMPLETE	Remaining Balance	Amendment Cost (Cost to Complete - Remaining Balance)
TASK 3 - SPECIFICATION PREPARATION												
3.1	Bid Specifications	Various	0	0	28	24	14	14	80	\$9,290	-\$8,960	\$330
3.1a	65% Specifications	Various			6	2	2	2	12	\$1,428		\$1,428
3.1b	95% Specifications	Various			12	14	8	8	42	\$4,805	-\$6,012	-\$1,206
3.1c	100% Specifications	Various			10	8	4	4	26	\$3,057	-\$2,948	\$109
	SUBTOTAL - Task 3 - Specification Preparation		0	0	28	24	14	14	80	\$9,289.99	-\$8,960	\$330
TASK 4 - ENGINEER'S ESTIMATE OF PROBABLE COST												
4.1	Engineer's Estimate	Various	0	0	8	16	28	18	70	\$7,554	-\$7,286	\$268
4.1a	65% Engineer's Estimate	Various			4	10	16	10	40	\$4,317		\$4,317
4.1b	95% Engineer's Estimate	Various			2	4	10	4	20	\$2,181	-\$6,268	-\$4,086
4.1c	100% Engineer's Estimate	Various			2	2	2	4	10	\$1,056	-\$1,018	\$38
	SUBTOTAL - Task 4 - Engineer's Estimate of Probable Cost		0	0	8	16	28	18	70	\$7,554	-\$7,286	\$268
	SUBTOTAL Design Phase (Tasks 1 thru 6)		14	0	193	364	418	220	1,209	\$137,276	-\$115,219	\$22,057
	SUBTOTAL Construction Phase (Task 7)		0	0	0	0	0	0	0	\$0	\$0	\$0
	SUBTOTAL Other Direct Cost		0	0	0	0	0	0	0	\$295	-\$716	-\$422
	SUBTOTAL Subconsultants		0	0	0	0	0	0	0	\$0	\$0	\$0
	TOTAL		14	0	193	364	418	220	1,209	\$137,570.72	-\$115,935.55	\$21,635.17

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“First Amendment”) to the Professional Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 6 day of July, 2021 by and between the City of Oxnard, a municipal corporation (“City”), and County of Ventura (“County”). This First Amendment amends the Agreement entered into on November 14, 2017, by City and County.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, Exhibit A is supplemented by Exhibit A-1, which is attached hereto and incorporated herein by reference.
2. In Section 2(a) of the Agreement, the figure “500,000,” is deleted and hereby replaced by the figure, “654,962.26.”
3. 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

COUNTY OF VENTURA

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

Jeff Pratt Date
Director, Public Works Agency

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign 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.

Central Services
Joan Araujo, Director

Engineering Services
Christopher Cooper, Director

Roads & Transportation
Chris Hooke, Acting Director

Water & Sanitation
Joseph Pope, Director

Watershed Protection
Glenn Shephard, Director

May 12th, 2021

Exhibit A-1

Debbie O'Leary
Project Manager, RAGS Project
City of Oxnard
305 West Third Street, 3rd Floor
Oxnard, CA 93030

Subject: **Rice Avenue Grade Separation (RAGS) Project
Request for Modification to Agreement No. A-8017
For Additional Fee Through Completion of Design**

Dear Debbie,

We are requesting approval of the City of Oxnard to modify our existing Agreement by the amount of \$154,962.26 for the County to cover future costs to provide services on the Rice Avenue Grade Separation (RAGS) project through Final Design. The increase needs to be added to the existing agreement A-8017 between the City of Oxnard (City) and the County of Ventura (County), which was executed in November 2017.

Justification for the increased design fee includes efforts from the County to evaluate the design as it was in 2018/ 2019, guide the project re-design from Alternative 2A to Alternative 3B, and to take actions necessary to obtain CTC approval in December 2019. Because of this critical change from Alternative 2A to 3B, the project cost dropped from \$160 million to \$116 million. However, it required that County staff expend considerably more design effort than had been anticipated.

Prior to the change in design alternatives, there was a County review of the 65% PS&E package for Alternative 2A. This effort identified the huge construction cost increase and caused the change in project alignment to address this issue. This also required returning to the CTC for project rescoping, refunding, and rescheduling. After successfully obtaining CTC approval for project cost and scope changes, the project went through an expedited PA/ED change and revision of the 65% PS&E package.

Although the bulk of the increase is attributed to the redesign process and efforts to obtain CTC approval, there were additional unforeseen challenges, such as unusually stringent hazardous material coordination with Caltrans, updates given to various stake holders



such as Assemblywoman Jacqui Irwin, City of Oxnard, and Caltrans, and additional studies and coordination for farmland parcels, and challenges with United Water utility coordination.

This additional fee should cover the design costs of the County for upcoming project milestones through the completion of the Design Phase. It includes completion of project right-of-way engineering and coordination with Caltrans and the City, final design review, utility coordination, and the selection of a construction management firm. Funds not expended when Final Design is completed can be shifted to the future phase for Construction Oversight that will also be provided by the County.

Please contact me if you have any questions or require any additional information.

Sincerely,

Chris Hooke
Acting Director, Roads & Transportation
(805)-654-2048

Exhibit 1: Estimate of Fee to complete Design Phase

Exhibit 2: 2017 Agreement A-8017 between City and County

Exhibit 3: 2020-2021 Service Rates & Fees



Exhibit 1 – Estimate of Fee to Complete Design Phase

The following table summarizes estimated costs associated with each task required to take the project through Final Design.

Item No.	Scope of Service listed in Agreement No. A-8017	Description	Estimated Cost
1	1-d, 1-e, 1-n	Right of Way Coordination to Certification	\$54,200.30
2	1-d, 1-e, 1-n	Utility Coordination (Including UWCD)	\$34,784.94
3	1-d, 1-e, 1-f	Final PS&E to Certification	\$23,823.72
4	1-e, 1-n,	Ongoing Meetings/Coordination	\$37,412.00
5	1-h, 1-i	Construction Management Procurement	\$4,741.30
		Total	\$154,962.26

SCHEDULE OF
2020-2021 SERVICE RATES & FEES

All service rates are presented on an hourly basis unless otherwise indicated.

TRANSPORTATION*

Administrative Assistant I	75.49
Administrative Assistant II	78.09
Deputy Director-PWA	226.75
Director-Transportation	259.49
Engineer I	79.07
Engineer II	93.01
Engineer III	126.72
Engineer IV	155.82
Engineering Aide	55.62
Engineering Mgr I	121.02
Engineering Mgr II	181.51
Engineering Mgr III	209.88
Engineering Technician I	76.27
Engineering Technician II	77.97
Engineering Technician III	92.60
Engineering Technician IV	106.25
Management Assistant III	82.09
Office Assistant IV	74.56
Public Works Inspector I	75.02
Public Works Inspector II	94.57
Public Works Inspector III	106.15
Retiree - Extra Help	74.26
Staff/Services Specialist I	103.37
Staff/Services Specialist II	131.52
Senior PW Inspector	89.53
Senior Transportation Analyst	107.03
Student Worker I - Extra Help	24.93
Student Worker II - Extra Help	24.93
Student Worker III - Extra Help	26.18

* Rates include costs for Accela Automation upgrade

AGREEMENT TO PROVIDE PROJECT SERVICES

This agreement ("Agreement") is entered into on the 14th day of November, 2017 ("Effective Date"), by and between the County of Ventura ("County") and the City of Oxnard ("City"), hereafter also individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS, the City has determined to enter into the construction of the Rice Avenue/ Fifth Street Grade Separation project ("Project"); and

WHEREAS, the City desires to have the County provide, under the authority of Government Code section 23008, Project services to oversee development, design, and construction; and

WHEREAS, the County desires to provide these Project services to the City.

NOW, THEREFORE, the County and the City hereby agree as follows:

1. Scope of Services. Upon written request by the City, the specific services to be provided by County (collectively, the "Services") regarding the Project include:
 - a. Assist the City to coordinate Project activities with all external agencies, including but not limited to the Union Pacific Railroad ("UPRR"), the California Department of Transportation ("Caltrans"), state or federal funding agencies, consultants, and other stakeholders.
 - b. Assure that all activities during the Project development process adhere to state and federal guidelines, due to the Project's potential state and federal funding.
 - c. Oversee the development of the Project Approval study and Environmental Document (PA/ED) prepared by consultants.
 - d. Supervise, coordinate, and review work prepared by all consultants. Provide technical oversight of consultants' work product and provide review comments and guidance.
 - e. Provide engineering guidance and oversight of technical issues associated with design, environmental clearance, right-of-way acquisition, and Project costs.
 - f. Oversee the preparation of the plans, specifications, cost estimate (PS&E), and other contract documents.
 - g. Oversee the construction administrator/resident engineer during construction of the Project.
 - h. Follow Caltrans procurement guidelines when assisting the City in selecting and hiring consultants to provide engineering and environmental services (both CEQA and NEPA). The City will contract with and pay the consultants.
 - i. Assist the City in contract negotiation with consultants.
 - j. Review invoices from all consultants and make recommendations to the City regarding payment, invoice accuracy, and Project progress.
 - k. Provide guidance to City regarding financial aspects of the Project.



- m. Assist City in setting budgets and monitoring the use of funds.
- n. Coordinate activities with Caltrans and funding and regulatory agencies involved in the Project.
- o. Provide monthly progress reports and updates to the City's public works director and assist, as requested, with communications to other City bodies, including but not limited to City Council, City's Utilities Task Force, and/or the City's management team.
- p. Assist the City in State funding application, Project outreach, public meetings, workshops, and request for proposal (RFP) preparation.
- q. Assist the City in preparing task orders for the Project.

2. Cost and Payment for Services.

- a. Estimated Cost. The estimated cost of providing all Services for this Project through final design is \$500,000. Costs for services during the construction phase will be determined when final design is completed.
- b. Compensation. The City will pay the County fees for Services performed at the County staff's hourly contract service rates, as shown in the County's most recently adopted fee resolution, a copy of which is attached hereto and incorporated herein by this reference. Rates in the County's fee resolution are normally revised on an annual basis and, upon 30 calendar days' written notice to the City, each revised fee resolution shall supersede the latest one and automatically be incorporated herein.
- c. Consultants. Work performed by any County consultant who provides services regarding the Project will be charged at cost, without added overhead, at the rate specified in the consultant's contract with County, a copy of which the County shall provide to the City within ten (10) business days of that contract's approval.
- d. Billing. County shall prepare and send to City monthly invoices for County Services within 60 calendar days of the month's end. The invoices shall state the Project name, the number of hours worked per Service on the Project, by whom each Service was provided, and the hourly rate per Service ("Invoice").
- e. Payment. City shall pay County the full undisputed amount of the Invoice within sixty (60) calendar days of the date of the Invoice. If City disputes any charge(s) in the Invoice, the City must notify County within fifteen (15) business days of the date of the Invoice of the disputed charge(s).

- f. Reserve Establishment. As required by Government Code section 23008, before County begins performing Services, City must reserve an amount 10 percent in excess of the estimated cost of the agreed upon Services from City's funds.
3. Term. This Agreement shall go into effect upon execution by the Parties. Unless otherwise provided by law, this Agreement shall remain in effect until the Project set forth herein and in the Recitals is completed or a Party terminates the Agreement in accordance with paragraph 7.
4. Representatives. The County's Public Works Agency Director, or his or her designee, shall be the administrator of this Agreement for County and is authorized to sign this Agreement on behalf of County. The Assistant City Manager, or his or her designee, shall be the administrator of this Agreement for City.
5. Addresses for Notice and Payment. Any notice or payment to be given or made pursuant to this Agreement, including a change in the address to which notices are to be sent, shall be given by personal delivery to the other Party or by mail addressed as follows:
- | | |
|------------------------------------|----------------------------|
| <u>County</u> | <u>Oxnard</u> |
| Transportation Department | City Manager's Office |
| Ventura County Public Works Agency | City of Oxnard |
| 800 S. Victoria Ave. | 300 W. Third St.—4th Floor |
| Ventura, CA 93009-1620 | Oxnard, CA 93030 |
6. Amendment of Agreement. This Agreement may be amended only in writing upon mutual consent of the Parties.
7. Termination of Agreement. This Agreement may be terminated by either Party without cause or for any reason by providing 30 days' written notice of termination to the other Party (Notice of Termination). If any Services agreed to be performed under the Agreement have not been completed as of the date of the Notice of Termination, County shall complete such Services unless City directs County in writing to not complete such Services. In any event, City shall pay County for all Services performed even if partially complete.
8. Insurance. The County shall require each of its consultants to obtain and carry throughout the term of the Project the insurance as described in INS-A, which is attached hereto and incorporated herein by this reference. For each insurance policy, the consultant shall name the City of Oxnard as an additional insured.
9. Hold Harmless, Defense and Indemnification. The City shall hold harmless, defend (with counsel reasonably acceptable to the County), and indemnify County, its boards, officers,

agents, and employees, from and against all suits and causes of action, claims, damages, losses and expenses, arising out of the performance of this Agreement to the extent caused by any negligent, reckless or willful act or omission of City, its boards, officers, agents, and employees. County shall hold harmless, defend (with counsel reasonably acceptable to the City Attorney), and indemnify the City, its boards, officers, agents, and employees, from and against all suits and causes of action, claims, damages, losses and expenses, arising out of the performance of this Agreement to the extent caused by any negligent, reckless or willful act or omission of County, its boards, officers, agents, and employees. The County shall include a copy of its portion of the hold harmless, indemnity, and defense requirements in any contract with any consultant and contractor providing services for the Project, substituting the County's requirement with the consultant or contractor's requirement to hold harmless, defend and indemnify the City under the same circumstances as those listed above.

10. Records and Audit. Each Party agrees to retain and preserve all relevant records pertaining to the Services under this Agreement for at least three (3) years after final payment under this Agreement, in accordance with that Party's applicable policy for records retention, as required as a condition of receiving or using any grant funding, and as otherwise required by law. Each Party shall allow the other Party to inspect and copy any such records upon reasonable request, whether or not the requesting Party is being audited by the State Auditor. The County shall include a copy of this requirement, substituting its own records retention requirement and any grant requirement if longer than three (3) years, in all contracts with consultants and contractors involved with the Project. The County shall obtain these records from such consultants and contractors upon direct or indirect request by the State Auditor or the City.
11. Independent Public Entities. County and City are independent public entities. Any employees, agents, or contractors of County engaged in provision of Services to City under this Agreement will be entirely and exclusively under the direction, supervision, and control of County and shall not be deemed employees of City for any reason. Any employees, agents, or contractors of City, engaged in any work on the Project will be entirely and exclusively under the direction, supervision, and control of City, except as explicitly provided in this Agreement, and shall not be deemed employees of County for any reason.
12. Non-Assignability. Each Party shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without the other Party'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 the assigning Party shall hold harmless, defend, and indemnify the other Party and its officers, officials, employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

13. 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.
14. 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.
15. Integration. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of the Parties regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements, and promises.
16. 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 the Representatives' email addresses shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the Effective Date.

CITY OF OXNARD

Tim Flynn 11/14/17
Tim Flynn, Mayor Date

COUNTY OF VENTURA

Jeff Pratt 12/18/17
Jeff Pratt, Director, Public Works Agency Date

ATTEST:

Michelle Ascension 11/15/17
Michelle Ascension, City Clerk Date

APPROVED AS TO FORM:

Stephen Fischer 10/19/17
Stephen Fischer, City Attorney Date

APPROVED AS TO CONTENT:

Thien Ng 10-19-17
Thien Ng,
Interim Public Works Director Date

APPROVED AS TO CONTENT AND AMOUNT:

Ruth Osuna 11/13/17
Ruth Osuna,
Assistant City Manager Date

APPROVED AS TO AMOUNT:

Greg Nyhoff 11-15-17
Greg Nyhoff, City Manager Date

APPROVED AS TO INSURANCE:

Mike More 10-26-17
Mike More, Risk Manager Date

SCHEDULE OF
2017-2018 SERVICE RATES & FEES

All service rates are presented on an hourly basis unless otherwise indicated

TRANSPORTATION*

Administrative Assistant I - NE	72.15
Administrative Assistant II - NE	93.15
Deputy Director-PWA	205.91
Director-Transportation	237.88
Engineer I	76.65
Engineer II	106.24
Engineer III	138.87
Engineer IV	153.62
Engineering Aide	62.02
Engineering Mgr I	146.30
Engineering Mgr II	165.29
Engineering Mgr III	186.58
Engineering Technician I	62.21
Engineering Technician II	70.45
Engineering Technician III	78.11
Engineering Technician IV	98.27
Management Assistant III	70.54
Office Assistant IV	68.77
Public Works Inspector I	74.38
Public Works Inspector II	87.16
Public Works Inspector III	102.81
Retiree - Extra Help	58.57
Staff/Services Specialist I	86.72
Staff/Services Specialist II	106.81
Senior PW Inspector	91.10
Senior Transportation Analyst	88.05
Student Worker I - Extra Help	19.69
Student Worker II - Extra Help	19.69
Student Worker III - Extra Help	20.69

* Rates include costs for Accela Automation upgrade

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

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

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

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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 SPACECOMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$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				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 -- OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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 \$ _____ applies to
with an Aggregate of \$ _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER _____

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

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

Name: _____

Address: _____

Telephone: () _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

RICE AVENUE AT FIFTH STREET/STATE ROUTE 34 GRADE SEPARATION CONTRACTS

Public Works and Transportation Committee
June 8, 2021

Tatiana Arnaout
City Engineer



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

1. Approve and authorize the Mayor to execute Agreement A-8251 between the State of California Department of Transportation and the City of Oxnard for roadway and bridge maintenance on Rice Avenue over State Route 34;
2. Approve and authorize the Mayor to execute a Third Amendment to WKE, Inc. Agreement A-8094, to increase the amount by \$96,316.76, for a new not to exceed contract value of \$9,005,397.70 to complete the Plans, Specification and Estimates for Project 133101; and

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

3. Approve and authorize the Mayor to execute a First Amendment to County of Ventura Agreement A-8017, to increase the amount by \$154,962.26, for a new not to exceed contract value of \$654,962.26 to provide project management assistance associated with Project 133101.

Project will construct a new six-lane bridge over the Railroad tracks and intersection of Rice Avenue, Fifth Street, and State Route 34.

Existing State Route 34/Fifth Street
Facing Westbound



Rendering of future State Route 34/Fifth Street
Facing Westbound



Work will also include a connector road, two new traffic signals, traffic signal improvements at Sturgis Road, Class II on-street bicycle lanes, crosswalks, sidewalks and ADA curb ramps.



City will maintain “above” the bridge deck:

- roadway
- drainage
- slope paving
- embankment
- bridge railing
- lighting
- striping
- signage
- signals
- sidewalks



Caltrans will maintain “below” the bridge deck:

- superstructure
- piers
- abutments

No budget appropriation is needed to execute this agreement.



- Agreement A-8094 with WKE, Inc. - approved July 24, 2018
- First Amendment - approved June 4, 2019
- Second Amendment - approved April 21, 2020
- Third Amendment of \$96,316.76 for additional Caltrans requirements:
 - Aerial easement appraisals for railroad right of way
 - Independent review of appraisals
 - Review of two farmland studies
 - Hazardous Material Human Health Risk Assessment document

There is sufficient budget appropriations for this Third Amendment and it is fully funded by grant funding.

- Agreement A-8017 County of Ventura - approved November 14, 2017
- First Amendment of \$154,962.26 for continued staff support:
 - Managing consultants
 - Coordinating with Caltrans design oversight
 - Adherence to State and Federal guidelines
 - Engineering expertise to review Plans, Specifications and Estimates, and technical documents such as hazardous material documents and geotechnical reports

There is sufficient budget appropriations for this first amendment and it is fully funded by grant funding.

- No financial impact to execute the Caltrans Project Specific Maintenance Agreement
- Cost for the Third Amendment to Agreement A-8094 with WKE, Inc. is an additional \$96,316.76 for a total agreement value of \$9,005,397.70
- Cost for the First Amendment to Agreement A-8017 with the County of Ventura is an additional \$154,962.26 for a total agreement value of \$654,962.26
- Agreements are funded from an existing grant, Trade Corridor Enhancement Program (Fund 189) in Project 133101 in the approved Fiscal Year 2020-21 Budget



QUESTIONS



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.4

DATE: June 8, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Purchase Order #8098 with Accent Packaging, Inc. dba Accent Wire-Tie to Supply and Deliver Bale Wire for the Del Norte Regional Recycling and Transfer Station. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Order #8098 with Accent Packaging, Inc. dba Accent Wire-Tie in the amount not to exceed \$375,000 for the supply and delivery of bale wire for a three-year term ending June 30, 2024.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/IV3RDHfXI-E>

BACKGROUND

Depending upon market conditions, the City's Del Norte Regional Recycling and Transfer Station generates between 25,000 and 30,000 bales of finished recyclable materials annually. These bales are then sold to vendors and generate a source of revenue for the Environmental Resources Division. Baling wire is essential to bundling the recyclable materials so that they can be stored and transported to processors as far away as China. Due to the methods of handling and weight of the bundled materials, baling wire must meet specific standards of 11 gauge galvanized extra hi-tensile wire. This assures that quality product is protected and that the City does not receive damage claims.

For the past seven years, Accent Wire-Tie has been the successful bidder and has sold bale wire under contract to the Del Norte Regional Recycling and Transfer Station. The current contract expires May 31, 2021. Due to above standards required to ship bundled materials, Accent Wire-Tie has been the only vendor that has met the bale wire specification from previous bid solicitations issued by the City.

DISCUSSION

On March 8, 2021, the City issued a Request for Bid (RFB) PW 21-64 to solicit bids from vendors for supply and delivery of bale wire. A total of 24 companies were notified of this RFB and it was also published on the City's website at www.PublicPurchase.com. Due to the domestic market shortage of steel, some vendors choose not to bid in order to maintain steel supply for other ventures. Additionally, this wire is a specialized material and many vendors do not qualify as they cannot meet the required specifications. Only one (1) vendor, Accent Wire-Tie, submitted a responsive bid by the closing date of March 31, 2021. Staff determined Accent

Wire-Tie to be a qualified bidder that meets the requirements of the RFB and City of Oxnard procurement rules. Furthermore, staff has confirmed that Accent Wire-Tie 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.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The value of the purchase order with Accent Wire-Tie shall not exceed \$375,000 for the period of July 1, 2021 through June 30, 2024. Funding is provided by the Environmental Resources Fund 631 for the supply and delivery of bale wire to the Del Norte Regional Recycling and Transfer Station. There is currently a four (4) month supply of bale wire at the Del Norte Regional Recycling and Transfer Station and there will be no interruptions to operations.

Funding has been requested in the Fiscal Year 2021-22 Proposed Budget. The costs for the supply and delivery of bale wire in subsequent fiscal years will be requested during the annual budget process.

Accent Wire-Tie Purchase Order #8098 Spending Plan				
FUND ACCOUNT	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Environmental Resources - 631-6313-846-8134	\$125,000	\$125,000	\$125,000	\$375,000

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

ATTACHMENTS

1. PO 8098 Accent Wire-Tie
2. PW 21-64 Bid Response
3. Presentation



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008098**

DATE: 4/22/2021

VENDOR PHONE: (281)255-0710
VENDOR FAX: (281)255-0741
VENDOR #: 22674
VENDOR ADDRESS: ACCENT WIRE-TIE
P.O. BOX 676029
DALLAS, TX 75267-6029

SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2024		0000005402	04/14/2021	CINDI RHOADS	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		63163138468134		EDWIN RAMOS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	BALE WIRE SUPPLY FOR MATERIALS RECOVERY	
	375,000.00 FACILITY	1.0000 375,000.00
	/ DL	

RFB PW 21-64. PO IS TO BE AWARDED BY COUNCIL IN JUNE OF 2021. THE PO IS FOR A THREE YEAR TERM FROM JULY 1, 2021 TO JUNE 30, 2024. NTE IS \$375,000. THIS REQ IS TO CREATE A PO FOR THE COUNCIL STAFF REPORT IN JUNE. ONCE THE PO IS CREATED, THE PURCHASING DIVISION CAN IMMEDIATELY DISCUMBER THE FUNDS IN THE PO UNDER ACCOUNT 631-6313-846-8134. ON JULY 1, 2021 A REQUEST TO ENCUMBER 125,000 TO THE PURCHASE ORDER WILL BE MADE. FY BREAKDOWNS, FY 2021-22 \$125,000, FY 2022-23 \$125,000, FY 2023-24 \$125,000
22 00111026 EXP 10/31/21*AM

TOTAL PURCHASE AMOUNT	\$375,000.00
------------------------------	---------------------

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008098**

DATE: 4/22/2021

VENDOR PHONE: (281)255-0710

VENDOR FAX: (281)255-0741

VENDOR #: 22674

VENDOR ADDRESS: ACCENT WIRE-TIE
P.O. BOX 676029
DALLAS, TX 75267-6029

SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

*Our P.O. # **MUST** Appear on **ALL** Invoices, Packages and Correspondence*

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2024		0000005402	04/14/2021	CINDI RHOADS	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		63163138468134		EDWIN RAMOS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
 - ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

City of
Oxnard
Purchasing Division



Solicitation #PW-21-64
Bid Close Date: 03/31/2021



City of Oxnard
Request for Bid
PW-21-64
Supply & Deliver Bale Wire

Bid Close Date: 03/31/2021
at or before 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030
<https://www.oxnard.org/>
Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>



PREPARATION OF BID

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

Proposed Timeline

DATE	ACTIVITY	
March 8, 2021	Release of Solicitation	Formatted: Font color: Auto
March 24, 2021	Last day for Questions by Bidders	Formatted: Font color: Auto
March 31, 2021	Submission of the Proposal is due to the City of Oxnard Purchasing Division at or before 2:00 p.m.	Formatted: Font color: Auto Deleted: by
March 31 – April 7, 2021	Review of Bids	Formatted: Font color: Auto
April 7, 2021	Agreement Development/Negotiations	Formatted: Font color: Auto
June 1, 2021	City Council approval (if necessary, e.g., over \$200,000)	Formatted: Font color: Auto
July 1, 2021	Contracted work begins	Formatted: Font color: Auto

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

- 1.1 In addition to responding to other sections of this request for bid, bidder shall submit Attachments A, B, and C, in its entirety, which includes the bid documents and specifications. Failure to do so may cause rejection of the bid.
- 1.2 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. 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.
- 1.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.
- 1.4 The bid must be submitted by an authorized agent of the submitting entity.



City of
Oxnard
Purchasing Division

Solicitation #PW-21-64
Bid Close Date: 03/31/2021

1.5 Term of Agreement:

It is the intent of the City to issue a non-exclusive agreement for a one (1) year term with pricing locked in for this term, with the option if agreed upon by both parties for two additional one-year periods.

1.6 Company Profile

This section of the bid 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:

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:**

ii. **BIDDER'S RESPONSE:**

iii. **BIDDER'S RESPONSE:**

iv. **BIDDER'S RESPONSE:**

C. 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:

1.7 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 210,000 residents and its corporate limits cover an area of about 32 square miles.

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1.8 BACKGROUND INFORMATION

The City of Oxnard is requesting bids to secure a qualified vendor to supply and deliver baling wire to the Environmental Resources Division located at the Del Norte Regional Recycling and Transfer Station, 111 South Del Norte Boulevard, Oxnard, California 93030. The purchase of the baling wire will be used to prepare bales of recyclable material for market.

1.9 SERVICE DESCRIPTION

For all services required, the Vendor will be responsible for the following:

1.9.1 To provide full truck loads (flat beds) of baling wire to get the best volume pricing and the lowest transportation cost.

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1.9.2 To provide baling wire that meets the specifications of I1-GA Galv EXTRA Hi-TENSILE Tying Wire.

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1.9.3 To provide service within 72 hours of the City's request.

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1.9.4 To provide delivery when the Del Norte Regional Recycling and Transfer Station is open for business and a City of Oxnard Environmental Resources Division employee can inspect, receive, and sign an acceptance receipt. A copy would be provided for the City at the point of accepting the baling wire order.

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1.9.5 Bid will include the price per pound for the appropriate baling wire.

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City of
Oxnard
Purchasing Division



Solicitation #PW-21-64
Bid Close Date: 03/31/2021

ATTACHMENT A

COMPENSATION SCHEDULE

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

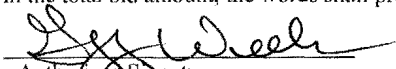
BALING WIRE	PRICE PER POUND
11gX#T6alvWire	.98

*Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#03	_____
#02	_____	#04	_____

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.


Authorized Signature

Authorized Signature

Gregg Weeks
Print Signature

Print Signature

Sales Rep
Title

Title

City of
Oxnard
Purchasing Division



Solicitation #PW-21-64
Bid Close Date: 03/31/2021

ATTACHMENT B

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Goegg Weeks
depose and say that I am Sales Rep
("Sole Owner", "A Partner", "President", or other proper title)
of Accent Wire Tie
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.

Goegg Weeks
Signature
4-6-21
Date

City of
Oxnard
Purchasing Division



Solicitation #PW-21-64
Bid Close Date: 03/31/2021

Attachment C

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: Accent Wire Tie
Physical Address: 10131 Fm 2920 Tomball, Texas
Phone: 281-525-7089 E-Mail: GWeeks@accentwire.com
Length of time at this location: 16 years Number of Company Employees at this address: 50

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

Business License _____ Hours of Operation: 8am - 5pm
Primary function of this location (i.e. sales, distribution, production, corporate, etc):
sales, distribution

Greg Weeks 4-6-2021
Signature of Company Official Date
Greg Weeks Sales Rep
Print Name, Title

City of
Oxnard
Purchasing Division



Solicitation #PW-21-64
Bid Close Date: 03/31/2021

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

Oper: CTWENS Type: OC Drawer: 1
Date: 4/08/21 68 Receipt no: 15449
2021 111026 ACCENT WIRE-TIE
CITY OF OXNARD
OXNARD, CA 93030
OR OCC LIC - RENEWED

ISSUE DATE: 4/08/21
14:52:44

CITY OF OXNARD
TEMPORARY BUSINESS TAX CERTIFICATE

EXPIRE DATE: 10/31/21

THIS TEMPORARY BUSINESS TAX CERTIFICATE EXPIRES 30 DAYS FROM DATE OF ISSUANCE.
The temporary Business Tax Certificate is issued as an acknowledgement for the payment of a business tax.

\$163.50
\$167.50

Trans date: 4/08/21 Time: 15:22:34

* INVALID WITHOUT A PAYMENT STAMP *

BUSN. TAX CERT. NO.	CONTROL NUMBER	CLASS-RATE CODE	CLASS DESCRIPTION
21-00111026	104451	2805-31	DELIVERY ONLY

OWNERS NAME:	ACCENT PACKAGING INC
BUSINESS NAME:	ACCENT WIRE-TIE
BUSINESS ADDRESS:	OUTSIDE OF OXNARD
	OXNARD CA 93030

BUSINESS TAX (OR)	PENALTY (OR)	TRANSFER (OR)	TOTAL DUE
\$119.00	\$44.50	\$.00	\$163.50

SB1186 MANDATORY STATE FEE
\$4.00 (CAFEE)

Please present this receipt to the cashier with full payment.

If you have not received the original business tax certificate within 30 days, please contact our office at (805)385-7817.

Any temporary Business Tax Certificate issued upon the payment by check shall be void unless the amount due is actually received by the City. The Certificatee is responsible for complying with City, County, State, and Federal requirements including local zoning laws. Payment of the business tax is not an endorsement of the business or verification of competency or reliability.

Special Note:

PURCHASE ORDER #8098 WITH ACCENT PACKAGING, INC. DBA ACCENT WIRE-TIE TO SUPPLY AND DELIVER BALE WIRE FOR THE DEL NORTE REGIONAL RECYCLING AND TRANSFER STATION

Public Works and Transportation Committee

June 8, 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 Purchase Order #8098 with Accent Packaging, Inc. dba Accent Wire-Tie in the amount not to exceed \$375,000 for the supply and delivery of bale wire for a three-year term ending June 30, 2024.

- Depending upon market conditions, the Del Norte Regional Recycling and Transfer Station generates between 25,000 and 30,000 bales of finished recyclable materials annually
- Bale wire is essential to long term storage and shipping of materials as far as China – source of revenue
- Requires 11 gauge galvanized extra hi-tensile wire – protects product and prevents claims against the City for damaged materials
- Accent Wire-Tie has been successful bidder in the past and sold bale wire to the City under contract for 7 years – current contract expires May 31, 2021



Baled Aluminum



Baled Plastic

- March 8, 2021: Request for Bid (RFB) PW 21-64 to supply and deliver bale wire
- 24 companies notified and published on City website at www.PublicPurchase.com
- Only one (1) bidder by March 31, 2021 RFB deadline due to domestic market shortage of steel and strict specifications of required product
- Accent Wire-Tie qualified bidder that meets requirements of RFB, City procurement rules including City business tax certificate, insurance and corporate filing with the California Secretary of State

- Accent Wire-Tie Purchase Order #8098 not to exceed \$375,000 through June 30, 2024
- Funding included in the Environmental Resources Fund 631 within the Fiscal Year 2021-22 proposed budget
- Costs for supply and delivery of bale wire in subsequent fiscal years will be requested during the annual budget process

Accent Wire-Tie Purchase Order #8098 Spending Plan				
FUND ACCOUNT	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Environmental Resources - 631-6313-846-8134	\$125,000	\$125,000	\$125,000	\$375,000

QUESTIONS?



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.5

DATE: June 8, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Agreements A-8339, A-8340, A-8341, and A-8342 with Mariposa Landscapes, Inc. for Weekly Park Mowing Services for Citywide General Fund Parks. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute agreements with Mariposa Landscapes, Inc. for weekly mowing of the citywide General Fund parks for a total amount of \$2,405,000 for a three-year term ending June 30, 2024:

1. Agreement A-8339 with Mariposa Landscapes, Inc. for a total amount of \$475,000 in Region 1;
2. Agreement A-8340 with Mariposa Landscapes, Inc. for a total amount of \$430,000 in Region 2;
3. Agreement A-8341 with Mariposa Landscapes, Inc. for a total amount of \$950,000 in Region 3; and
4. Agreement A-8342 with Mariposa Landscapes, Inc. for a total amount of \$550,000 in Region 4.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/sI5SAwbToRw>

BACKGROUND

After the passing of Measure E in November 2020, staff was given direction to create a plan for restoring the maintenance of the citywide streets, landscapes, and parks. On May 11, 2021, options were presented to the Public Works and Transportation Committee (PWTC) that included the weekly mowing of the General Fund parks within the City. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021 and is included in the FY 2021-22 Proposed Budget to be adopted on June 29, 2021.

DISCUSSION

On March 25, 2021, the City released a request for bid (PW 21-76) for weekly mowing of General Fund parks in four (4) regions of the City. To ensure proper oversight of contract work being done at City parks, staff divided the City General Fund parks into four (4) regions with approximately equal number of parks in each region.

Region 1 contains eight (8) parks and 37.34 acres of turf
Region 2 contains eight (8) parks and 33.52 acres of turf
Region 3 contains nine (9) parks and 77.12 acres of turf
Region 4 contains eight (8) parks and 43.97 acres of turf

As a result of these agreements, Mariposa Landscapes, Inc. (Mariposa) will provide weekly lawn mowing services to each of the 33 General Fund City parks. Each agreement also allows the City to have Mariposa do additional landscaping services, such as mulch replacement, plant removal, plant replacement, etc, at a time and material rate. These services will be requested as deemed necessary by staff and budget availability. Prior to additional services being rendered, a quote for the requested services will be provided to staff for approval.

Bids were received by the City on April 16, 2021. The City received a total of four (4) responsive bids for these services. The lowest, responsible bidder for each region was Mariposa. Mariposa 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.

Table 1 Bid Results

Monthly Costs for Weekly Park Mowing Services per Region	Mariposa Landscapes, Inc.	Garcia's Landscaping Maintenance, Inc.	Natural Green Landscape, Inc.	The Groundskeeper, Inc.
Region 1	\$11,969	\$14,280	\$12,100	\$12,970
Region 2	\$10,823	\$16,492	\$12,800	\$17,220
Region 3	\$24,107	\$30,344	\$25,200	No Bid
Region 4	\$13,938	\$19,040	\$17,500	No Bid
Hourly Rate for As-needed Tasks (per hour)	\$56	\$140	\$35	\$47.50
Material mark-up	15%	10%	15%	15%

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for the four (4) agreements with Mariposa Landscapes, Inc. is \$2,405,000 for a three-year term for weekly mowing of the City’s General Fund parks. The annual cost, starting July 1, 2021, is \$801,665 and will be allocated from the Public Works Parks budget (101-5701-805-82-09). All costs associated with this agreement will be funded in the General Fund through the Measure E 1.5-cent sales tax revenue and are included in the FY 2021-22 Proposed Budget to be adopted on June 29, 2021. As-needed services will be based on needs and budget availability.

Table 2: Annual Fiscal Impact per Region

Mariposa Landscapes, Inc.	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Region 1 Weekly Mowing	\$143,628	\$143,628	\$143,628	\$475,000
Region 1 As-needed services	\$14,705	\$14,705	\$14,706	
Region 2 Weekly Mowing	\$129,876	\$129,876	\$129,876	\$430,000
Region 2 As-needed services	\$13,457	\$13,457	\$13,458	
Region 3 Weekly Mowing	\$289,284	\$289,284	\$289,284	\$950,000
Region 3 As-needed services	\$27,382	\$27,383	\$27,383	
Region 4 Weekly Mowing	\$167,256	\$167,256	\$167,256	\$550,000
Region 4 As-needed services	\$16,077	\$16,077	\$16,078	
Total	\$801,665	\$801,666	\$801,669	\$2,405,000

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Mariposa Region 1 A-8339
2. Mariposa Region 2 A-8340
3. Mariposa Region 3 A-8341
4. Mariposa Region 4 A-8342
5. Mariposa Landscape Bid
6. Region Map
7. Presentation

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2021
- (2) Vendor: Mariposa Landscapes, Inc.
- (3) Services: Weekly Lawn Mowing Services at City Parks located within Region 1
- (4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 1 of Location Map which is attached hereto and incorporated herein
- (5) Agreement Ending Date: June 30, 2024
- (6) Total Agreement Amount: \$475,000.00
- (7) City's Project Manager: Kevin Thompson
- (8) Vendor's Project Manager: Dave Widjaja
- (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:

Mariposa Landscapes, Inc
Attn: Dave Widjaja
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Dave.widjaja@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

☒ Scope of Services Exhibit

☒ Rates and Costs Exhibit

☐ Schedule of Services Exhibit

☒ Living Wage Policy Exhibit

☒ Prevailing Wages Exhibit

☒ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

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

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

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

interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City’s prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify 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

MARIPOSA LANDSCAPES, INC.

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

Terry Noriega, President² Date

Antonio Valenzuela, Secretary Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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.

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.

Materials

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

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 current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

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

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.

Interference

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

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.

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

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 lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

F. Pesticide Application

All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement

All weed abatement shall be the responsibility of the City.

J. Vertebrate Control

All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers

All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf

Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance

All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

- P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.
- Q. Storm Damage
All storm damage shall be the responsibility of the City.
- 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.
- U. Warranties
Not applicable.
- 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.

GENERAL REQUIREMENTS

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.

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.

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 park.
7. Take extended breaks while at City facilities

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.

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.

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.

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.

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.

Quantity

Not applicable.

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.

Invoicing

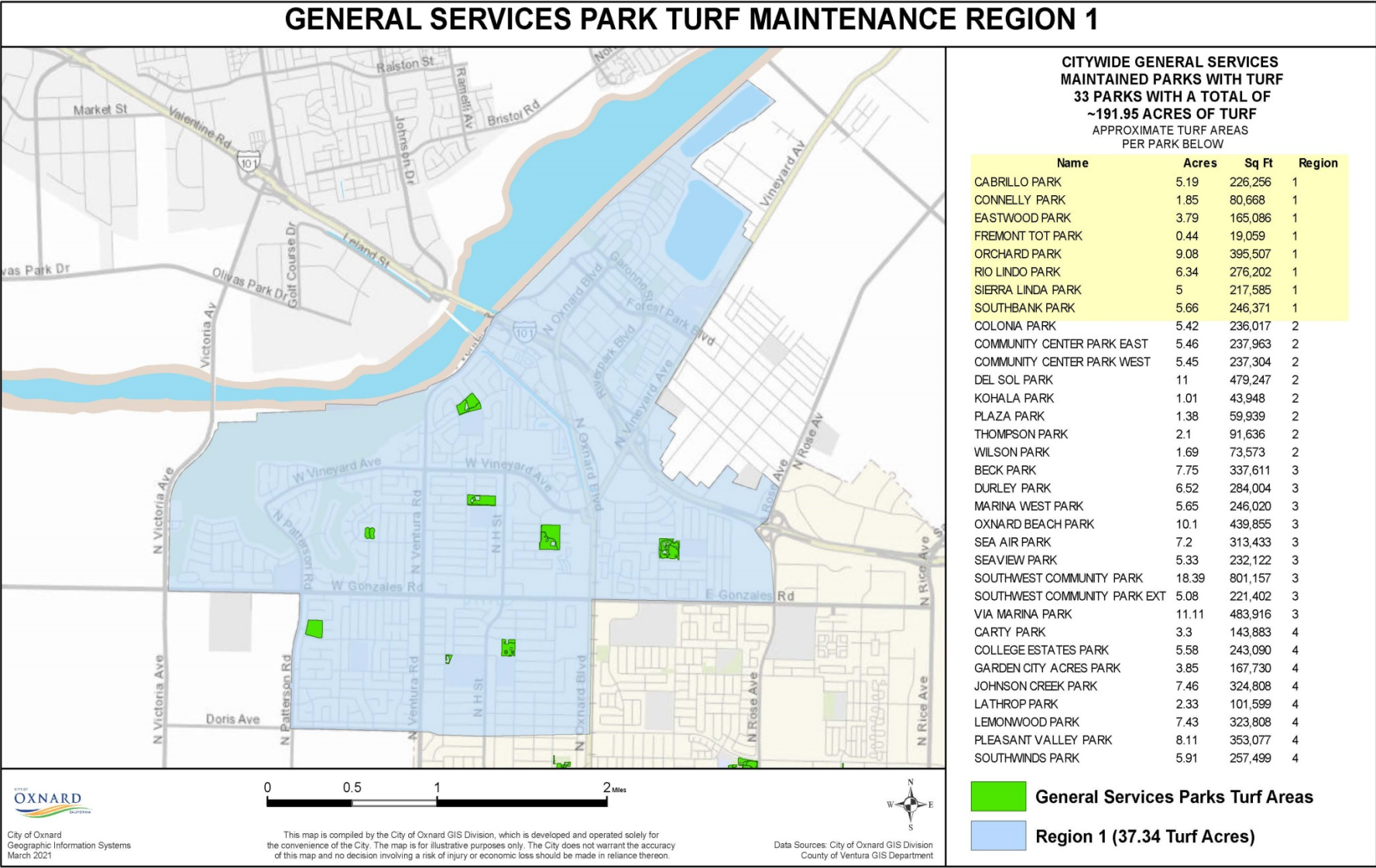
Each monthly invoice shall include the following:

- 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

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 1

	Monthly Cost
Region 1	\$11,969.00
Hourly Rate for as-needed tasks	\$56.00/hour
Material markup rate for as-needed tasks	15%



INSURANCE EXHIBIT

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

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

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

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

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

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

administration and defense expenses.

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [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				ED SINGLE \$1,000,000 INJURY \$ INJURY \$ TY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE ☐

(to)

☐ Included in Limits

☐ In Addition to Limits

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY

☐ COMPREHENSIVE GENERAL LIABILITY

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL

☐ PRODUCTS/COMPLETED OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE DAMAGE

☐

☐

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone: _____

POLICY INFORMATION:

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

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

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

Name: _____

Address: _____

Telephone: () _____

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

- 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 _____

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020**

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

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

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

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

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

PREVAILING WAGES EXHIBIT

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

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2021
- (2) Vendor: Mariposa Landscapes, Inc.
- (3) Services: Weekly Lawn Mowing Services at City Parks located within Region 2
- (4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 2 of Location Map which is attached hereto and incorporated herein
- (5) Agreement Ending Date: June 30, 2024
- (6) Total Agreement Amount: \$430,000.00
- (7) City's Project Manager: Kevin Thompson
- (8) Vendor's Project Manager: Dave Widjaja
- (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:

Mariposa Landscapes, Inc
Attn: Dave Widjaja
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Dave.widjaja@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

☒ Scope of Services Exhibit

☒ Rates and Costs Exhibit

☐ Schedule of Services Exhibit

☒ Living Wage Policy Exhibit

☒ Prevailing Wages Exhibit

☒ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

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

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

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

interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City’s prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify 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

MARIPOSA LANDSCAPES, INC.

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

Terry Noriega, President² _____ Date

Antonio Valenzuela, Secretary _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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.

Workforce

Contactor 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.

Materials

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

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 current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

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

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.

Interference

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

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.

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

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 lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

F. Pesticide Application

All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement

All weed abatement shall be the responsibility of the City.

J. Vertebrate Control

All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers

All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf

Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance

All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

- P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.
- Q. Storm Damage
All storm damage shall be the responsibility of the City.
- 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.
- U. Warranties
Not applicable.
- 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.

GENERAL REQUIREMENTS

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.

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.

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 park.
7. Take extended breaks while at City facilities

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.

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.

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.

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.

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.

Quantity

Not applicable.

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.

Invoicing

Each monthly invoice shall include the following:

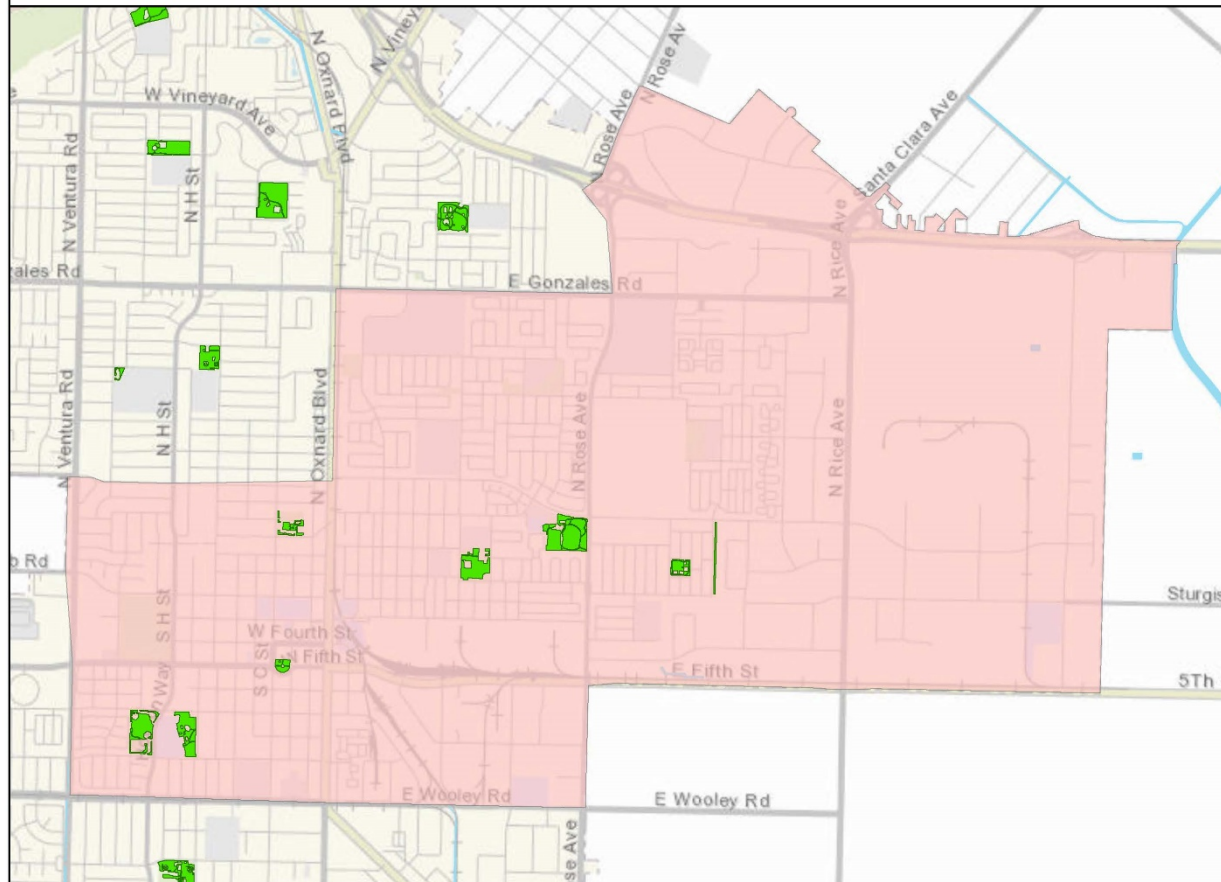
- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 2

	Monthly Cost
Region 2	\$10,823.00
Hourly Rate for as-needed tasks	\$56.00/hour
Material markup rate for as-needed tasks	15%

GENERAL SERVICES PARK TURF MAINTENANCE REGION 2



CITYWIDE GENERAL SERVICES MAINTAINED PARKS WITH TURF 33 PARKS WITH A TOTAL OF ~191.95 ACRES OF TURF APPROXIMATE TURF AREAS PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

- General Services Parks Turf Areas
- Region 2 (33.51 Turf Acres)

OXNARD
City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

INSURANCE EXHIBIT

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

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

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

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

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

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

administration and defense expenses.

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [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				ED SINGLE \$1,000,000 INJURY \$ INJURY \$ TY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE ☐

(to)

Included in Limits

☐ In Addition to Limits

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY

☐ COMPREHENSIVE GENERAL LIABILITY

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL

☐ PRODUCTS/COMPLETED OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE DAMAGE

☐

☐

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:

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

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

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

Name: _____

Address: _____

Telephone: () _____

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

- 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:
a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance
Reference No. _____

P.O. Box 100085 – OX
Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020**

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

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

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

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

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

PREVAILING WAGES EXHIBIT

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

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2021
- (2) Vendor: Mariposa Landscapes, Inc.
- (3) Services: Weekly Lawn Mowing Services at City Parks located within Region 3
- (4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 3 of Location Map which is attached hereto and incorporated herein
- (5) Agreement Ending Date: June 30, 2024
- (6) Total Agreement Amount: \$950,000.00
- (7) City's Project Manager: Kevin Thompson
- (8) Vendor's Project Manager: Dave Widjaja
- (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:

Mariposa Landscapes, Inc
Attn: Dave Widjaja
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Dave.widjaja@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

☒ Scope of Services Exhibit

☒ Rates and Costs Exhibit

☐ Schedule of Services Exhibit

☒ Living Wage Policy Exhibit

☒ Prevailing Wages Exhibit

☒ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

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

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

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

interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City’s prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify 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

MARIPOSA LANDSCAPES, INC.

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

Terry Noriega, President² _____ Date

Antonio Valenzuela, Secretary _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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.

Workforce

Contactor 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.

Materials

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

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 current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

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

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.

Interference

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

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.

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

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 lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

F. Pesticide Application

All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement

All weed abatement shall be the responsibility of the City.

J. Vertebrate Control

All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers

All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf

Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance

All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

- P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.
- Q. Storm Damage
All storm damage shall be the responsibility of the City.
- 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.
- U. Warranties
Not applicable.
- 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.

GENERAL REQUIREMENTS

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.

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.

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 park.
7. Take extended breaks while at City facilities

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.

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.

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.

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.

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.

Quantity

Not applicable.

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.

Invoicing

Each monthly invoice shall include the following:

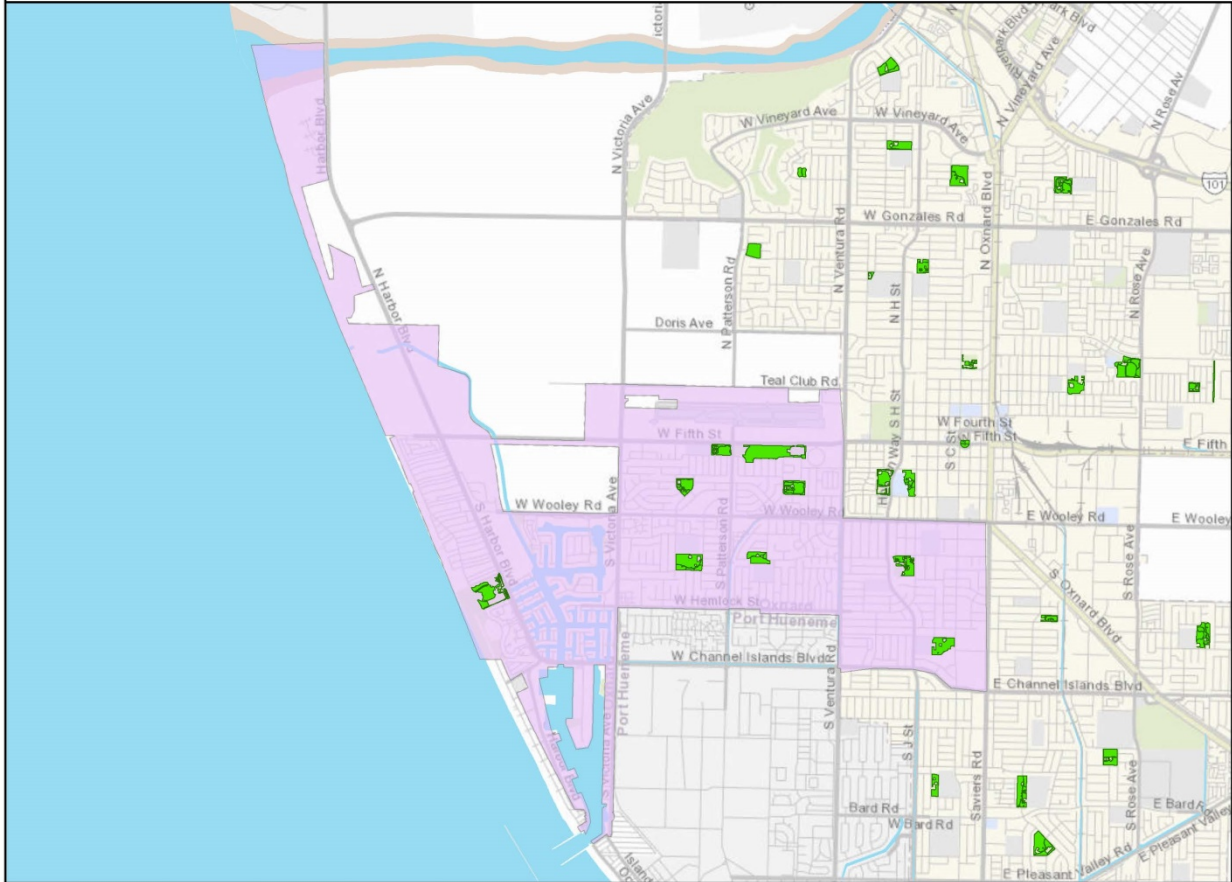
- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 3

	Monthly Cost
Region 3	\$24,107.00
Hourly Rate for as-needed tasks	\$56.00/hour
Material markup rate for as-needed tasks	15%

GENERAL SERVICES PARK TURF MAINTENANCE REGION 3



City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

**CITYWIDE GENERAL SERVICES
MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF
~191.95 ACRES OF TURF**
APPROXIMATE TURF AREAS
PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

 **General Services Parks Turf Areas**

 **Region 3 (77.12 Turf Acres)**

INSURANCE EXHIBIT

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

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

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

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

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

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

administration and defense expenses.

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

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B**

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE ☐

(to)

☐ Included in Limits

☐ In Addition to Limits

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY

☐ COMPREHENSIVE GENERAL LIABILITY

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL

☐ PRODUCTS/COMPLETED OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE DAMAGE

☐

☐

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:

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

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

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

Name: _____

Address: _____

Telephone: () _____

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

- 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 _____

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020**

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

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

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

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

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

PREVAILING WAGES EXHIBIT

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

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2021
- (2) Vendor: Mariposa Landscapes, Inc.
- (3) Services: Weekly Lawn Mowing Services at City Parks located within Region 4
- (4) Schedule of Services: Weekly Lawn Mowing Services at City Parks located in Region 4 of Location Map which is attached hereto and incorporated herein
- (5) Agreement Ending Date: June 30, 2024
- (6) Total Agreement Amount: \$550,000.00
- (7) City's Project Manager: Kevin Thompson
- (8) Vendor's Project Manager: Dave Widjaja
- (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:

Mariposa Landscapes, Inc
Attn: Dave Widjaja
6232 Santos Diaz Street
Irwindale, CA 91702

FOR CITY:

City of Oxnard
Attn: Kevin Thompson
305 W. Third St, 3rd Floor
Oxnard, CA 93030

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Dave.widjaja@mariposa-ca.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

☒ Scope of Services Exhibit

☒ Rates and Costs Exhibit

☐ Schedule of Services Exhibit

☒ Living Wage Policy Exhibit

☒ Prevailing Wages Exhibit

☒ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

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

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

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

interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City’s prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify 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

MARIPOSA LANDSCAPES, INC.

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

Terry Noriega, President² _____ Date

Antonio Valenzuela, Secretary _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

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.

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.

Materials

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

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 current City of Oxnard Business Tax Certificate prior to start of the contract.

Taxes

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

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.

Interference

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

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.

Work will not be performed in Parks with adjacent residential housing before 8 a.m.

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 lack of proper maintenance and operations as covered in this agreement. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

Contractor shall be responsible for the removal of any debris that is present in the direct path of any work to be done by the contractor (i.e. any litter or debris in turf area being maintained by vendor shall be removed by the vendor but the vendor will not be responsible for the removal of litter or debris in trash receptacles throughout the park area). All trimmings and debris as a result of the mowing performed by the contractor shall be picked up and removed at the conclusion of weekly service at each site and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed.

B. Irrigation

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

C. Fertilization

All fertilization will be the responsibility of the City.

D. Soil Aerification

All aerification will be the responsibility of the City.

E. Thatch Removal

All thatch removal shall be the responsibility of the City.

F. Pesticide Application

All pesticide applications will be the responsibility of the City.

G. Kikuyu Abatement Program

Not applicable.

H. Weed Control

All spraying and granular treatments of weeds shall be the responsibility of the City.

I. Weed Abatement

All weed abatement shall be the responsibility of the City.

J. Vertebrate Control

All vertebrate control shall be the responsibility of the City.

K. Pruning and Edging of Shrubs, Flowers, and Groundcovers

All pruning and edging of shrubs, flowers, and groundcovers shall be the responsibility of the City.

L. Mowing and Edging of Turf

Weekly mowing and edging of all park turf shall be the responsibility of the vendor.

M. Tree Maintenance

All tree maintenance shall be the responsibility of the City.

N. Landscape Replacement

Shall be the responsibility of the City unless damage caused by vendor (see 10.8 Repair and Replacement and 12.8 Property Damages).

O. As Needed Tasks

When authorized by the City Project Manager or designee, the work for this operation shall be performed by the vendor who then shall be compensated by the City on a time and material basis.

- P. Vandalism, Theft and Graffiti
All vandalism and graffiti shall be the responsibility of the City. Vendor shall be responsible immediately for reporting any damage to the City contact person.
- Q. Storm Damage
All storm damage shall be the responsibility of the City.
- 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.
- U. Warranties
Not applicable.
- 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.

GENERAL REQUIREMENTS

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.

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.

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 park.
7. Take extended breaks while at City facilities

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.

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.

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.

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.

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.

Quantity

Not applicable.

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.

Invoicing

Each monthly invoice shall include the following:

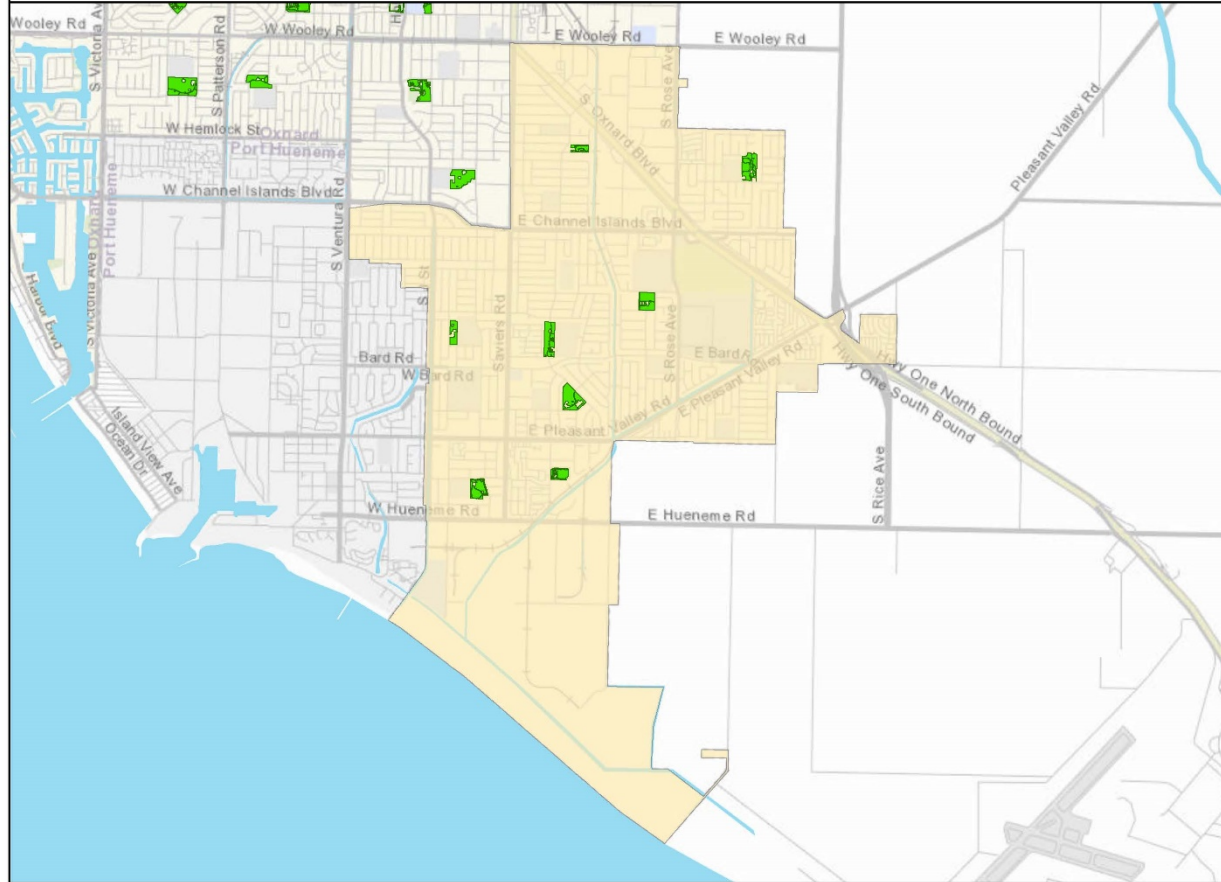
- Days and dates of services
- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

RATES AND COSTS EXHIBIT

The Vendor shall provide weekly Landscape Maintenance Services within the City's parks located in Region 4

	Monthly Cost
Region 4	\$13,938.00
Hourly Rate for as-needed tasks	\$56.00/hour
Material markup rate for as-needed tasks	15%

GENERAL SERVICES PARK TURF MAINTENANCE REGION 4



**CITYWIDE GENERAL SERVICES
MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF
~191.95 ACRES OF TURF**
APPROXIMATE TURF AREAS
PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

 **General Services Parks Turf Areas**

 **Region 4 (43.97 Turf Acres)**



City of Oxnard
Geographic Information Systems
March 2021



This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



INSURANCE EXHIBIT

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

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

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

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

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

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

administration and defense expenses.

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [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				ED SINGLE \$1,000,000 INJURY \$ INJURY \$ TY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE ☐

(to)

☐ Included in Limits

☐ In Addition to Limits

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY

☐ COMPREHENSIVE GENERAL LIABILITY

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL

☐ PRODUCTS/COMPLETED OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE DAMAGE

☐

☐

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:

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

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

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

Name: _____

Address: _____

Telephone: () _____

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

- 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 _____

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020**

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

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

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

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

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

PREVAILING WAGES EXHIBIT

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

M A R I P O S A
L A N D S C A P E S I N C



City of Oxnard
Request for Bid
PW21-76

LANDSCAPING SERVICES FOR CITY PARKS (LONG TERM)

Bid Date Due: Friday April 16, 2021



TEL 800 • 794 • 9458 • FAX 626 • 960 • 8477 • www.mariposa-ca.com
6232 SANTOS DIAZ ST., IRVINDALE, CA 91702 • CA CONTRACTOR'S LIC # 592268 A, C-27, D-49

Our Core Values – Safety • Teamwork • Quality • Integrity



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

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

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

4.0 FORMAT

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

5.0 COMPANY PROFILE

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

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

<i>BIDDER'S RESPONSE:</i> Mariposa Landscapes, inc. - Business Status: 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.



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- 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:** *Please see attached

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

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

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

- 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: *Please see attached

- 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: None

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

BIDDER'S RESPONSE: Terry Noriega, 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



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

i.	BIDDER'S RESPONSE:	*Please see attached
ii.	BIDDER'S RESPONSE:	*Please see attached
iii.	BIDDER'S RESPONSE:	*Please see attached
iv.	BIDDER'S RESPONSE:	*Please see attached
v.	BIDDER'S RESPONSE:	
vi.	BIDDER'S RESPONSE:	

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

Company Profile

A. Business Name and Legal Business Status

Mariposa Landscapes, Inc.

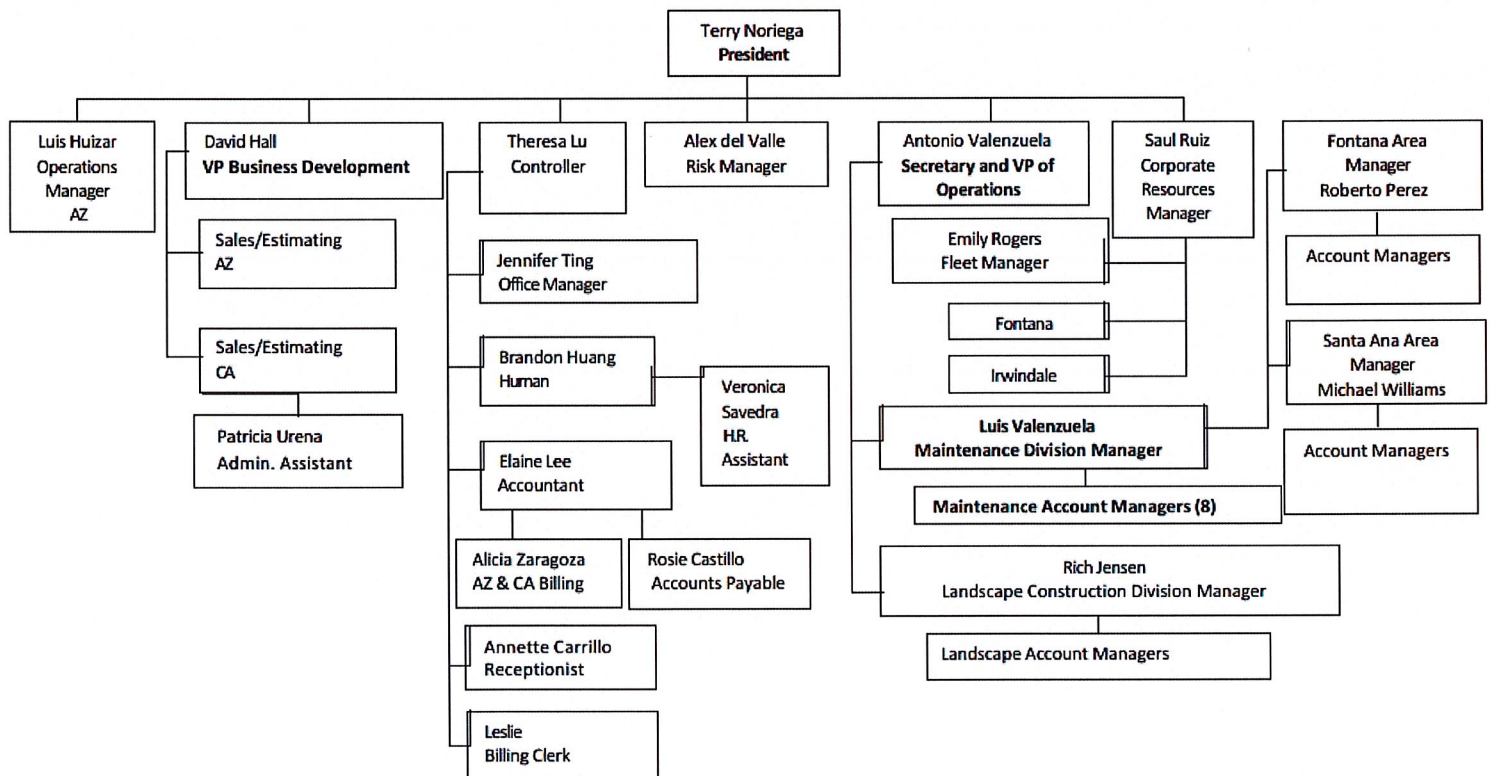
Business Status: Corporation

B. Company Overview

i. Terry Noriega continues to be the sole owner of Mariposa Landscapes, Inc. No contributions have been made to any Elected Officials.

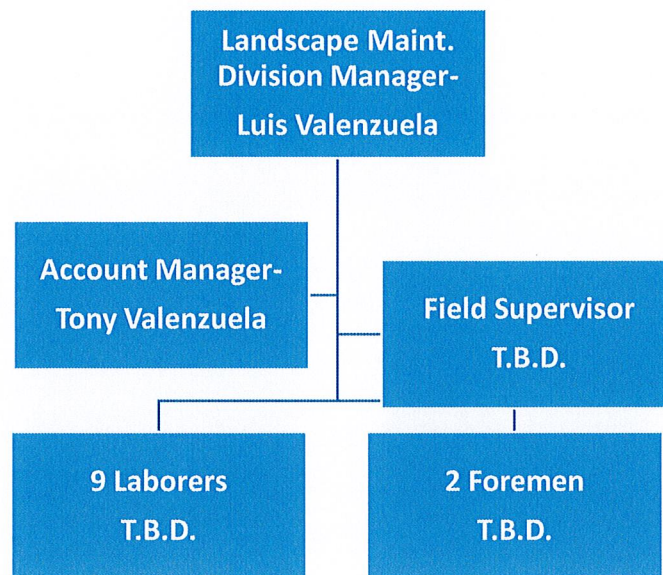
ii. *Company Hierarchy*

ORGANIZATIONAL CHART



Our Core Values – Safety • Teamwork • Quality • Integrity

Project Specific Organizational Chart



iii. In 1977, Terry Noriega, established Mariposa Landscapes, Inc. in Rosemead, California. Mariposa Landscapes, Inc. has been in business under the present name for 24 years. Prior, Mariposa Landscapes Inc. conducted business under the name Mariposa Horticulture Enterprises for a duration of 20 years.

Mariposa Landscapes, Inc. has over 40 years of experience conducting the type of work as that required by the City of Oxnard for many other municipalities.

Mariposa is a full-service landscape company, with both Construction, complete Tree Service Operations, and Interior Plant Maintenance Divisions. In addition to the required C-27 license, we carry A, C-61/D-49, and C-31 licenses. This diversity of capabilities and proven expertise is not found with other landscape maintenance competitors.

We have over 400 employees including Certified Irrigators, Certified Landscape Techs, Certified Arborists and Pest Control Advisors. Mariposa owns 90% of all vehicles and equipment used in its operations. Our entire fleet of equipment is less than 5 years old and well maintained by our in-house mechanics who can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules. We are available 24 hours a day through the answering service to address emergency call outs.

iv. Our organizational structure with local accountabilities, and strategically located operating yards, have also helped us to deliver the highest levels of service and quality to our clients. We have a total of 8 offices located within Southern California. Should we be awarded, this contract will be serviced from our Somis office location. Staff allocation varies according to season. We currently have up to 20 employees.



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C. Interest in Other Business

Terry Noriega, President of Mariposa Landscapes, Inc., is also President of Mariposa Tree Management.

D. Litigation

None

E. Members Authorized to Negotiate and Execute an Agreement

Terry Noriega, President
Antonio Valenzuela, Secretary

F. Credentials/Resumes/Certifications/Licenses

Mariposa has experienced dedicated professionals who make up the management and supervisory personnel. All employees receive ongoing training through a detailed training program. The combination of qualified dedicated management and well-trained workers enables us to provide professional levels of landscape installation and maintenance.

i. Luis Valenzuela – Landscape Maintenance Division Manager, Southern California

- Over 24 years of experience in landscape and construction operations
- Qualified Applicator Certificate: Category B
- Certified Landscape Technician: Irrigation
- Certified Arborist: International Society of Arboriculture: # WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC

Luis Valenzuela is the Landscape Maintenance Division Manager for the Southern California region. He will be the person overlooking the Account Manager. He will also be one of the primary contacts for the City of Oxnard. Luis has over 24 years of work experience in landscape and construction operation conducting and overseeing Public Works, Commercial and Residential work. He brings forth vast experience in all aspects of irrigation: maintaining, repairing and diagnosis, maintenance, and arbor care.

Luis is responsible for all aspects of project management with an emphasis on safety, high quality work, operational efficiency, and exemplary customer service. He, along with the Account Manager and Foreman will conduct walk-throughs to ensure that punch lists are completed and will institute improvements to enhance the quality of work.



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ii. Tony Valenzuela- Account Manager

- Qualified Applicator License: Category B, C
- Certified Landscape Technician
- Ornamental Maintenance
- Certified Playground Safety Inspector
- Irrigation Troubleshooting
- Certified Landscape Professional (in progress)
- Smart Water Manager
- Qualified Water Efficient Landscaper

Tony Valenzuela will be the person in-charge and responsible for project management, communication with Foreman, maintenance crew and will also serve as a primary contact with the City of Oxnard. He has over 10 years of work experience conducting and overseeing Public Works, Commercial and Residential landscape maintenance work.

Tony is responsible for all aspects of project management, emphasizing safety, high quality work, operational efficiency, and exemplary customer service. He also conducts walk-throughs to ensure that punch lists are completed and institutes improvements to enhance the quality of work.



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ADDENDUM 1**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.

The City reserves the right to award to multiple vendors. Awards will be based on lowest responsive and responsible bidder per region. Being awarded one region does not guarantee award of all regions. A single award may be issued, if a single vendor is the lowest bidder for all regions. Vendors are not required to bid on all regions to be considered for award. Vendors should bid based on their capacity. Vendors must have the capacity to service all regions the vendor chooses to submit a bid on that is included in this solicitation.

Scheduled Landscape Maintenance

The Vendor(s) shall provide weekly Landscape Maintenance Services within the City's Parks.

	Extended monthly cost for weekly services
Region 1	\$11,969.00
Region 2	\$10,823.00
Region 3	\$24,107.00
Region 4	\$13,938.00
Hourly Rate for as-needed tasks	\$ 56.00/hour
Material markup rate for as-needed tasks	15 %

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	03/31/2021	#03	_____
#02	_____	#04	_____

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: Mariposa Landscapes, Inc.

Address: 6232 Santos Diaz Street, Irwindale, CA 91702

Service to provide: Landscape Maintenance Services

Main Point of Contact: Dave Widjaja

Fed Tax ID: 95-4245898

City Tax ID:

E-mail: dave.widjaja@mariposa-ca.com Phone: (626) 960-0196

9.0 Credentials/Resumes/Certifications/Licenses:

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

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

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

a. **BIDDER'S RESPONSE:** Luis Valenzuela-Division Manager, Tony Valenzuela-Account Manager

b. **BIDDER'S RESPONSE:** *Please refer to Credentials/Resumes/Certifications/Licenses section of the submitted Bid Proposal

c. **BIDDER'S RESPONSE:** *Please refer to Credentials/Resumes/Certifications/Licenses section of the submitted Bid Proposal



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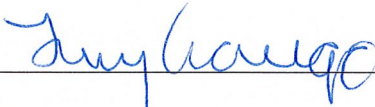
d. **BIDDER'S RESPONSE:**

e. **BIDDER'S RESPONSE:**

CERTIFICATIONS

I, Terry Noriega, a duly authorized agent of Mariposa Landscapes, Inc.
Printed Name of Agent/Officer **Name of Organization**

hereby certify that Mariposa Landscapes, 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: 04/13/2021

Title of Agent/Officer: 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."



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Purchasing Department

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ATTACHMENT C REFERENCES

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

Reference 1	
Company name:	City of Newport Beach
Address:	592 Superior Ave., Newport Beach, CA 92660
Contact person:	Kevin Pekar
Email address:	kpekar@newportbeachca.gov
Telephone address:	(949) 644-3069
Project name:	Landscape Maintenance
Dates worked performed:	2016-Present
Summary of scope of services:	Irrigation maint., Turf Maint., shrub maint., vine and tree maint., hardscape maint., drinking fountain maint., specialty/sports athletic area maint.,
Project cost:	\$2,781,530.49

Reference 2	
Company name:	City of Tustin
Address:	300 Centennial Way, Tustin, CA 92780
Contact person:	Christine Zepeda
Email address:	czepeda@tustin.org
Telephone address:	(714) 573-3147
Project name:	Landscape Maintenance of City LMD areas, Parks, Medians, and Facilities
Dates worked performed:	2015 - Current
Summary of scope of services:	Irrigation maint., Turf Maint., Facilities maint., hardscape maint., weed, rodent & pest control, hardscape maint., and trash pick up.
Project cost:	\$546,204.00

Reference 3	
Company name:	City of Rancho Cucamonga
Address:	9153 9th Street, Rancho Cucamonga, CA 91730
Contact person:	Steve Relph



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Email address:	steve.relph@cityofrc.us
Telephone address:	(909) 774-4116
Project name:	Landscape Maintenance of Medians and Parkways
Dates worked performed:	1989 - Current
Summary of scope of services:	Shrub maint., Ground cover, Vine and Landscape mulch maint., Tree maint., Pest control, Hardscapemaint., Restroom maint., Drinking fountain maint.
Project cost:	\$1,345,769.28

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: Please see attached list

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

BIDDER'S RESPONSE: None

List of awarded contracts- last three years

Year	Amount	Company	Location	Contact	Phone
1/2/2018	\$155,916.00	First American Corporate Campus (CW)	City of Santa Ana	John Harlan	(714) 250-6661
1/2/2018	\$38,244.00	First American MPOA (CW)	City of Santa Ana	John Harlan	(714) 250-6661
4/1/2018	\$125,152.32	RIVCO Regional Parks -2018	Riverside County	Shawn Huggard	(951) 543-5289
5/1/2018	\$10,344.00	Flower Sreet Lofts (PCM)	City of Los Angeles	Priscilla Naiman	(213) 880-4276
5/1/2018	\$41,529.84	MWD - Etiwanda Reservoir	City of Rancho Cucamonga	John Niedhamer	(909) 228-4973
5/1/2018	\$355,440.00	Fillmore Landscape Maintenance	City of Fillmore	David Smallwood	(805) 207-7792
6/5/2018	\$38,508.00	Hanson Aggregates - Irwindale	City of Irwindale	Mike Hanna	(626) 945-4861
7/1/2018	\$618,154.00	City of Rancho Cucamonga-LMD's	City of Rancho Cucamonga	Steve Relph	(909) 477-2730*4116
7/1/2018	\$295,374.00	City of Palm Desert Area 9	City of Palm Desert	Brad Chuck	(760) 423-3392
7/1/2018	\$116,224.00	City of Moreno Valley- Zone 2	City of Moreno Valley	Dan Monto	(951) 413-3485
7/1/2018	\$236,890.00	City of Moreno Valley-Facilities	City of Moreno Valley	Dan Monto	(951) 413-3485
7/1/2018	\$243,835.00	City of Placentia	City of Placentia	Joel Cardenas	(714) 993-8112
7/17/2018	\$16,680.00	500 W Wodbury Rd (FCCU)	City of Altadena	Debby Minero	(800) 944-2200
8/1/2018	\$38,340.00	Foothill Gardens HOA (8/1/18)	City of Azusa	Pamela Williams	(626) 334-2229
9/1/2018	\$21,600.00	Woodglen Apartments (DRES)	City of West Covina	Andrew Heidenreich	(626) 919-8776
9/7/2018	\$16,135.00	City of Los Angeles- 7th St.	City of Los Angeles	Alfred Pinnaro	(818) 795-5752
9/7/2018	\$21,516.00	City of Los Angeles- West Valley	City of Los Angeles	Alfred Pinnaro	(818) 795-5752
9/10/2018	\$202,032.00	The Ziani HOA (SBM)	City of Aliso Viejo	Eron A Kaylor	(949) 672-9075
10/1/2018	\$42,984.00	City of Vernon	City of Vernon	Vince Rodriguez	(213) 583-8811
10/1/2018	\$78,108.00	City of Gardena	City of Gardena	Wes Ige	(310) 217-9564
10/1/2018	\$90,606.00	LAPD Ahmanson Training Ctr	LAPD Ahmanson Training Ctr	Alfred Pinnaro	(818) 795-5752
10/1/2018	\$225,000.00	City of Pico Rivera	City of Pico Rivera	Gary Mendibles	(562) 755-3364
10/1/2018	\$88,116.00	City of Artesia	City of Artesia	Melissa Burke	(562) 865-6262
10/1/2018	\$42,984.00	City of Vernon Grounds Maint.	City of Vernon	Vince Rodriguez	(213) 583-8811
10/15/2018	\$7,140.00	Tocino Mountain View HOA - (CMGI)	City of Duarte	Frank Howe	(909) 399-3103
11/15/2018	\$3,576.00	HD Supply - Azusa	City of Azusa	Oscar Luna	(951) 256-0838
12/1/2018	\$1,000.00	Palm Desert on Call Support Services	City of Palm Desert	Randy Chavez	(760) 246-0611
12/1/2018	\$30,000.00	St. Stevens Orthodox Cathedral	City of Alhambra	Robert Kral	(626) 535-1498
12/14/2018	\$6,600.00	Mountain Valley Express	City of Paramount	Shawn Medina	(562) 254-0036
2/1/2019	\$99,888.00	City of Bell	City of Bell	Robert Linton	(323) 588-6211
2/5/2019	\$522,900.00	City of Arcadia	City of Arcadia	Dave Thompson	(626) 256-6676
2/14/2019	\$9,780.00	Ayzenberg - Pasadena	City of Pasadena	Michael Lund	(626) 379-6316



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List of awarded contracts- last three years

Year	Amount	Company	Location	Contact	Phone
4/22/2019	\$238,080.00	Coachella Valley Water District	Coachella Valley Water District	Brice Kirk	(760) 398-2661
5/1/2019	\$11,400.00	Greenhill Apartments (DLRM)	City of Thousand Oaks	Sherri Foster	(805) 496-6011
7/1/2019	\$125,062.00	City of Monterey Park	City of Monterey Park	Rudy Valenzuela	(626) 926-9010
7/1/2019	\$48,924.00	City of Bell- Housing	City of Bell	Christina Pena	(323) 560-1179
7/1/2019	\$652,968.00	City of Tustin- Landscape & LLD	City of San Bernardino	Christine Zepeda	(714) 573-3147
7/1/2019	\$1,406,914.00	City of Tustin- Gen. Fund	City of Tustin	Christine Zepeda	(714) 573-3147
7/1/2019	\$188,136.00	Desert Hot Springs Zone 1 & 2	City of Desert Hot Springs	Nicholas Haecker	(661) 902-9987
7/1/2019	\$88,325.00	Moreno Valley- WQB	Moreno Valley	Dan Monto	(951) 413-3485
7/1/2019	\$462,521.64	Exposition Park	City of Los Angeles	Ana M Lasso	(213) 448-6981
9/1/2019	\$946,620.00	City of Santa Monica	City of Santa Monica	Miguel Ramos	(310) 458-8974
9/1/2019	\$166,200.00	Palisades Hills HOA (DRL)	Pacific Palisades	Mitch Sack	310-877-4878
9/1/2019	\$78,108.00	SBCTA Rte 210 & Pepper Ave	City of San Bernardino	Tim Kirkley	(909) 884-8276
10/1/2019	\$14,880.00	Double Tree Hotel - Monrovia	City of Monrovia	Robert Torres	(323) 422-6508
12/1/2019	\$34,740.00	Foothill HOA (IPM)	City of Montebello	Winnie Poon	(626) 677-8866
12/20/2019	\$97,128.00	Cal-American	City of Rosemead	Louie Romero	(626) 286-9420
1/1/2020	\$2,150,783.16	City of Fontana	City of Fontana	Sergio Quiroz	(909) 350-6704
1/1/2020	\$1,268,734.00	City of Fontana- Area 3	City of Fontana	Michael Springer	(626) 224-4875
1/1/2020	\$2,150,783.16	City of Fontana - Area 2	City of Fontana	Sergio Quiroz	(909) 350-6704
2/18/2020	\$55,068.00	City of Santa Paula- Harding Park	City of Santa Paula	Ulises Valenzuela	(805) 933-4226
3/1/2020	\$64,380.36	Los Angles Public Libraries	City of Los Angeles	Alexander Tagle	(213) 228-7463
3/1/2020	\$50,268.00	La Public Libraries- Western	City of Los Angeles	Alexander Tagle	(213) 228-7463
3/1/2020	\$15,600.00	Amazon Moreno Valley (MMCP)	Moreno Valley	Angela Vangorkum	(951) 710-3013
3/1/2020	\$8,496.00	Slauson and Industry - Pico Rivera (LBA)	City of Pico Rivera	Brandie Osborn	(805) 208-3034
5/1/2020	\$105,552.00	City of Irwindale	City of Irwindale	Elizabeth Rodriguez	(626) 653-3692
5/1/2020	\$20,940.00	Meadowbrook Senior Living (DS)	City of Agoura Hills	Troy Byington	(818) 991-3544
7/1/2020	\$293,203.56	City of Rancho Cucamonga LMD-4R	City of Rancho Cucamonga	Steve Relph	(909) 477-2730*4116
7/1/2020	\$61,752.00	Indio Water Authority	City of Indio	Miguel Pena	(760) 250-4317
8/7/2020	\$115,643.04	Riverside County Sheriff (BDUN)	Riverside County	John Mylles	(951) 212-2655
8/10/2020	\$32,752.20	Riverside County Sheriff (FONT)	Riverside County	John Mylles	(951) 212-2655
9/1/2020	\$255,672.00	LACOPW Medians - Altadena	County of Los Angeles	Amber Turner	(626) 458-4199
9/1/2020	\$252,396.00	LACOPW Medians - Compton	County of Los Angeles	Amber Turner	(626) 458-4199
9/4/2020	\$27,060.00	Old Dominion Freightline (IRW)	City of Irwindale	Eddie Oftelie	(626) 303-9500
10/12/2020	\$641,360.00	City of Los Angeles-North Central	City of Los Angeles	Hector Banuelos	(213) 847-3110
11/1/2020	\$250,260.00	City of Rancho Mirage- Housing	City of Rancho Mirage	Joseph Carpenter	(760) 770-3210
11/1/2020	\$20,700.00	Waste Management (Arrow Hwy BDPK)	Baldwin Park	Cheryl Lautman	(626) 856-1217
12/1/2020	\$11,820.00	Belmont Village Hollywood (DS)	Hollywood	Matthew Balsavich	(442) 204-4229
1/1/2021	\$54,155.00	City of Moreno Valley-Det. Basin	City of Moreno Valley	Hoang Nguyen	(951) 413-3485
1/1/2021	\$92,196.00	City of Brea	City of Brea	Bill Bowlus	(714) 990-7694
1/1/2021	\$16,800.00	Belmont Village - Thousand Oaks (DS)	City of Thousand Oaks	Chris Calderon	(805) 496-9301



Our Core Values – Safety • Teamwork • Quality • Integrity



City of Oxnard
Purchasing Department

Solicitation #PW21-76
Bid Close Date: 04/16/21 at 2:00 pm PT

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:



City of Oxnard
Purchasing Department

Solicitation #PW21-76
Bid Close Date: 04/16/21 at 2:00 pm PT

ATTACHMENT E
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Terry Noriega
depose and say that I am President
("Sole Owner", "A Partner", "President", or other proper title)
of Mariposa Landscapes, 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
Terry Noriega, President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

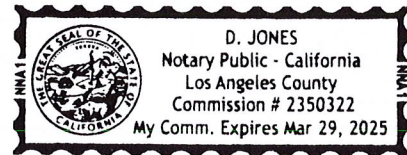
On April 14, 2021 before me, D. Jones, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





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. 2852

Page 2

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

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

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

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

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

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

Ordinance No. 2852

Page 3

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

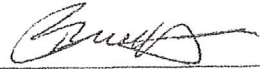
Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

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

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

NOES: None.

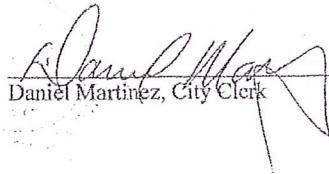
ABSENT: Mayor Pro Tem Pinkard.



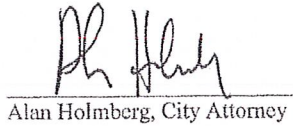
Dr. Thomas E. Holden, Mayor

ATTEST:

APPROVED AS TO FORM:



Daniel Martinez, City Clerk



Alan Holmberg, City Attorney

City of Oxnard
Purchasing Department

Solicitation #PW21-76
Bid Close Date: 04/16/21 at 2:00 pm PT

ATTACHMENT F

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

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

Definition of Local Business

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

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

Additional supporting documentation is required to verify qualification includes:

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

Business Name: _____

Physical Address: _____

Phone: _____

E-Mail: _____

Date Principal Business Address Established: _____

No. of Company Employees at this address: _____

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

City Business License No. _____

Taxpayer Identification No. (TIN): _____

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

Signature of Company Official _____

Date _____

Print Name, Title _____

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



**ADDENDUM NO. 1
LANDSCAPING SERVICES FOR CITY PARKS – LONG TERM**

March 31, 2021

CERTIFICATION OF RECEIPT OF ADDENDUM

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

Signed: _____

A handwritten signature in blue ink, appearing to read "Terry Noriega".

Dated: 04/16/2021

Print Name: Terry Noriega

Title: President

Company: Mariposa Landscapes, Inc.

Email: tracey.rendon@mariposa-ca.com

ADDENDUM NO. 1

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

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

2.0 Clarification from the City:

Page 14 should state, "The Vendor(s) shall provide weekly Landscape Maintenance Services within the City Parks"

The cost table should state "Extended monthly cost for weekly services."

Addendum 1 – Attachment A on the following page.

ADDENDUM 1**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.

The City reserves the right to award to multiple vendors. Awards will be based on lowest responsive and responsible bidder per region. Being awarded one region does not guarantee award of all regions. A single award may be issued, if a single vendor is the lowest bidder for all regions. Vendors are not required to bid on all regions to be considered for award. Vendors should bid based on their capacity. Vendors must have the capacity to service all regions the vendor chooses to submit a bid on that is included in this solicitation.

Scheduled Landscape Maintenance

The Vendor(s) shall provide weekly Landscape Maintenance Services within the City's Parks.

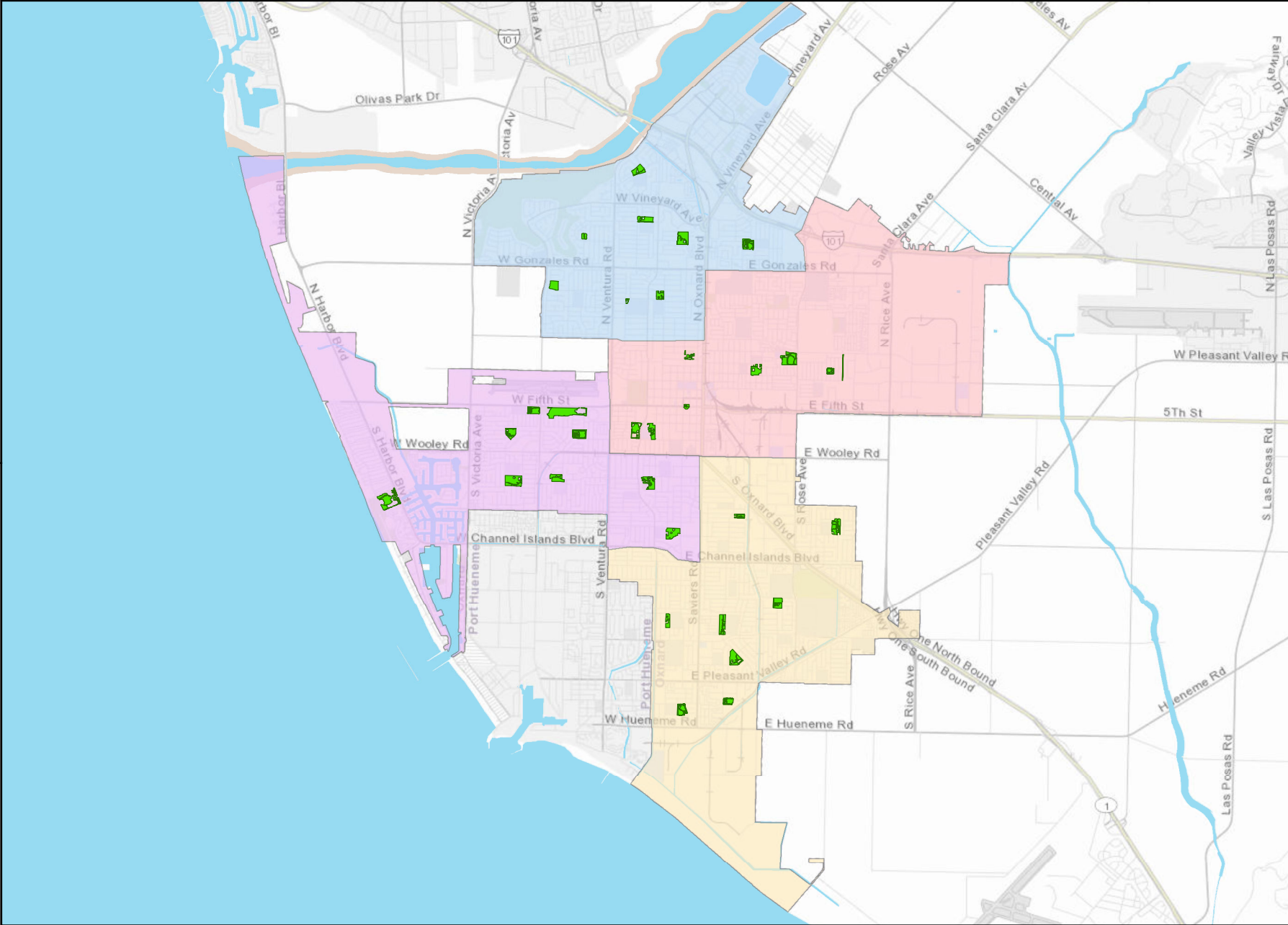
	Extended monthly cost for weekly services
Region 1	
Region 2	
Region 3	
Region 4	
Hourly Rate for as-needed tasks	\$ /hour
Material markup rate for as-needed tasks	%

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	03/31/2021	#03	_____
#02	_____	#04	_____

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.

GENERAL SERVICES PARK TURF MAINTENANCE REGIONS



**CITYWIDE GENERAL SERVICES
MAINTAINED PARKS WITH TURF**
33 PARKS WITH A TOTAL OF
~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS
PER PARK BELOW

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,963	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEA VIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

	General Services Parks Turf Areas		Region 3 (77.12 Turf Acres)
	Region 1 (37.34 Turf Acres)		Region 4 (43.97 Turf Acres)
	Region 2 (33.51 Turf Acres)		



City of Oxnard
Geographic Information Systems
March 2021



This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.



Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

WEEKLY PARK MOWING SERVICES AT GENERAL FUND PARKS CITYWIDE

Public Works and Transportation Committee
June 8, 2021

Steve Howlett
Assistant Public Works Director



That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute agreements with Mariposa Landscapes, Inc. for weekly mowing of the citywide General Fund parks for a total amount of \$2,405,000 for a three-year term ending June 30, 2024:

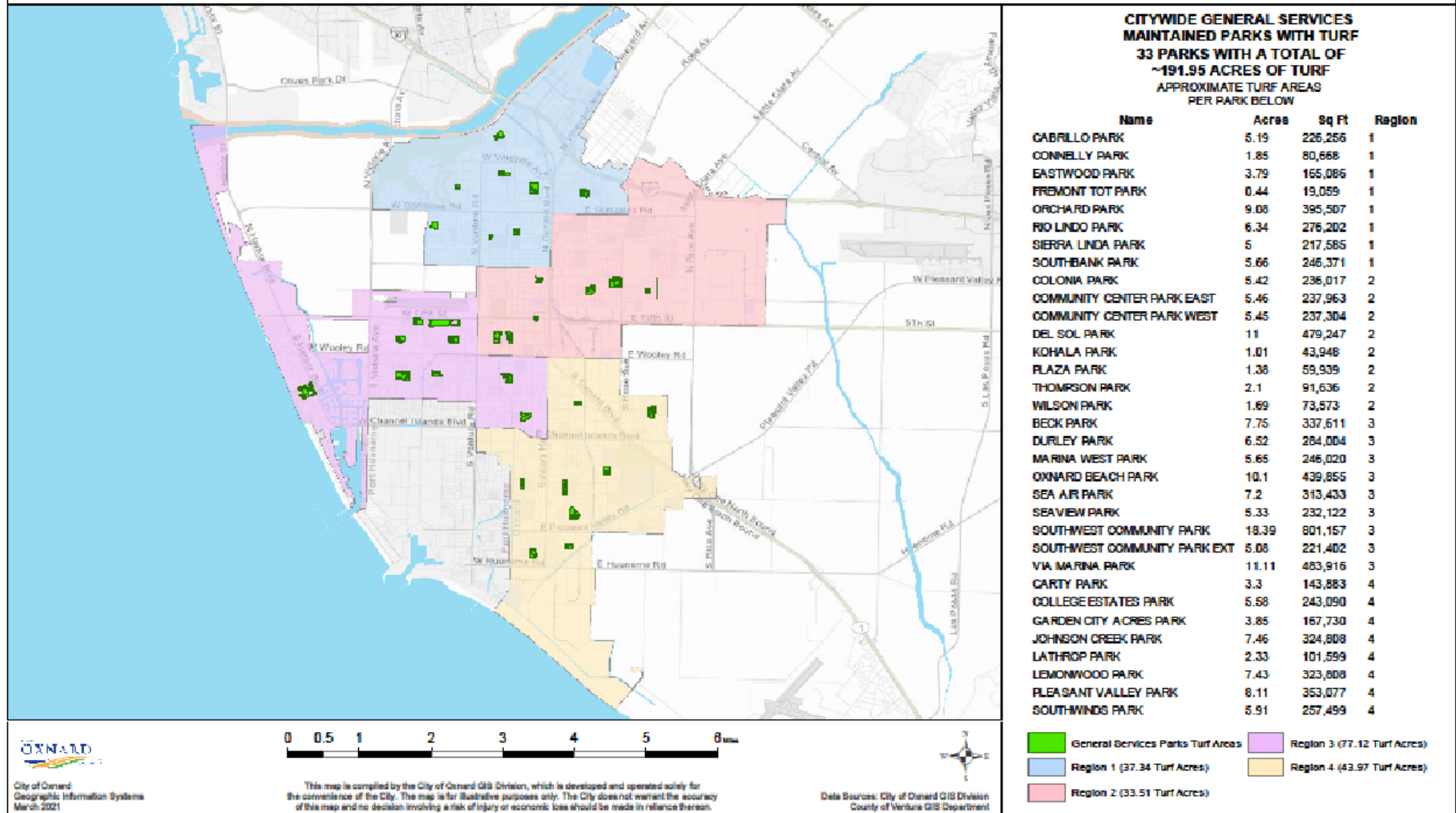
1. Agreement A-8339 with Mariposa Landscapes, Inc. for a total amount of \$475,000 in Region 1;
2. Agreement A-8340 with Mariposa Landscapes, Inc. for a total amount of \$430,000 in Region 2;
3. Agreement A-8341 with Mariposa Landscapes, Inc. for a total amount of \$950,000 in Region 3; and
4. Agreement A-8342 with Mariposa Landscapes, Inc. for a total amount of \$550,000 in Region 4.

- Voters passed Measure E sales tax initiatives in November 2020
- Measure E allows the City to re-invest in Oxnard through community identified recovery and relief priorities including
- Identified priority for Measure E revenues
 - Restoring landscaping services
 - Keeping public areas safe and clean

- Request for Bid (RFB) PW 21-76 was released on March 25, 2021
- Bids included rates for weekly mowing at the General Fund Parks throughout the City. The parks were divided into four regions and contracts.

Region	Park Count	Acres
Region 1	8	37.34
Region 2	8	33.52
Region 3	9	77.12
Region 4	8	43.97

GENERAL SERVICES PARK TURF MAINTENANCE REGIONS



- Purchasing Department received four (4) responsive bids by the April 16, 2021 closing date:
 - Mariposa Landscapes, Inc.
 - Garcia's Landscape Services, Inc.
 - Natural Green Landscape, Inc.
 - The Groundskeeper, Inc.
- Mariposa Landscapes, 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 all four (4) agreements over the three-year term with Mariposa Landscapes, Inc. is \$2,405,000 starting July 1, 2021
- All costs associated with this agreement have been included in the FY 2021-22 Proposed Budget to be adopted June 29, 2021
- To be allocated in the Public Works Parks General Fund budget

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

Mariposa Landscapes, Inc.	FY 2020-22	FY 2022-23	FY 2023-24	TOTAL
Region 1 Weekly Mowing	\$143,628	\$143,628	\$143,628	\$475,000
Region 1 As-needed services	\$14,705	\$14,705	\$14,706	
Region 2 Weekly Mowing	\$129,876	\$129,876	\$129,876	\$430,000
Region 2 As-needed services	\$13,457	\$13,457	\$13,458	
Region 3 Weekly Mowing	\$289,284	\$289,284	\$289,284	\$950,000
Region 3 As-needed services	\$27,382	\$27,383	\$27,383	
Region 4 Weekly Mowing	\$167,256	\$167,256	\$167,256	\$550,000
Region 4 As-needed services	\$16,077	\$16,077	\$16,078	
Total	\$801,665	\$801,666	\$801,669	\$2,405,000

QUESTIONS?



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.6

DATE: June 8, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Agreements A-8324, A-8325, and A-8326 with Garcia's Tree Maintenance Services, Inc. for Arterial Tree Pruning Services for Citywide Arterial Streets. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee that the City Council approve and authorize the Mayor to execute agreements with Garcia's Tree Maintenance Services, Inc. for tree grid pruning maintenance services within citywide arterial streets for a total amount of \$566,100 for a one-year term ending June 30, 2022:

1. Agreement A-8324 with Garcia's Tree Maintenance Services, Inc. for a total amount of \$182,665 in Region 1;
2. Agreement A-8325 with Garcia's Tree Maintenance Services, Inc. for a total amount of \$182,410 in Region 2; and
3. Agreement A-8326 with Garcia's Tree Maintenance Services, Inc. for a total amount of \$201,025 in Region 3.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/cIn6al9F9Fg>

BACKGROUND

After the passing of Measure E in November 2020, staff was given direction to create a plan for restoring the maintenance of the citywide streets, landscapes, and parks. On May 11, 2021, options were presented to the Public Works and Transportation Committee (PWTC) that included the grid pruning of the trees within the arterial streets of the City. This recommendation from the PWTC was presented to and approved by the City Council on May 18, 2021.

DISCUSSION

On March 23, 2021, the City released a request for bid (PW 21-72) for tree pruning within the arterial streets in three regions (North, Central, and South). To ensure proper oversight of contract work being done staff divided the City into three (3) regions with approximately equal number of trees in each region.

Table 1 Region

Region	Tree Count
Region 1	2,149
Region 2	2,146
Region 3	2,365

Under the scope of work included in each agreement, Garcia’s Tree Maintenance Services, Inc. (Garcia’s) will provide tree trimming on arterial streets throughout the City. Work under these agreements will happen simultaneously in each region. Staff anticipate that all three regions will be completed within six months, notwithstanding delays due to weather conditions or City requests.

Bids were received by the City on April 12, 2021. The City received a total of two (2) responsive bids for these services. The lowest, responsible bidder for each region was Garcia’s. Garcia’s meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Additionally, staff verified that Garcia’s will be using three separate crews to perform the work simultaneously throughout the City. The work was divided into three (3) regions to ensure equity of service.

Table 2 Results

Total Bid Costs	Garcia's Tree Maintenance Services, Inc.	Mariposa Landscapes, Inc.
Region 1	\$182,665	\$ 210,602
Region 2	\$182,410	\$246,790
Region 3	\$201,025	\$354,750
Total Cost	\$566,100	\$812,142

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for the three (3) agreements with Garcia's Tree Maintenance Services, Inc. is \$566,100 for tree grid pruning services within the City arterial streets starting July 1, 2021. These services will be allocated from the Public Works Parks budget (101-5701-805-82-09). All costs associated with this agreement will be funded in the General Fund through the Measure E 1.5-cent sales tax revenue and is included in the FY 2021-22 Proposed Budget to be adopted on June 29, 2021.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. A-8324 Region 1
2. A-8325 Region 2
3. A-8326 Region 3
4. Garcia's Bid
5. Region Map
6. Presentation

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2021
- (2) Vendor: Garcia's Tree Maintenance Service, Inc
- (3) Services: Arterial Tree Pruning throughout Region 1
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein
- (5) Agreement Ending Date: June 30, 2022
- (6) Total Agreement Amount: \$182,665.00
- (7) City's Project Manager: Kevin Thompson, Parks Manager
- (8) Vendor's Project Manager: Tenley Garcia
- (9) Insurance Coverage: INS-D
- (10) What wages are required for this Project?
☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

- (11) Addresses for Notice:

FOR VENDOR:

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

FOR CITY:

300 W. Third Street
Oxnard, CA 93030
Attn: Kevin Thompson, Parks Manager

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

Scope of Services Exhibit

Rates and Costs Exhibit

Schedule of Services Exhibit

Living Wage Policy Exhibit

Prevailing Wages Exhibit

Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

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

GARCIA'S TREE MAINTENANCE SERVICE INC.

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

 Tenley Garcia Hernandez, President² 4.21.21
 Date

 Tenley Garcia Hernandez, Secretary 4.22.21
 Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF WORK, SCOPE OF SERVICES AND GENERAL REQUIREMENTS EXHIBIT

The tree pruning will be done, per the pre-designed regions, along arterial street segments (grids) that include all trees identified in the detail. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture, Pruning Standards (Best Management Practices), the ANSI A300 Standards, and City Maintenance Standards. Vendor shall be required to furnish all supervision, labor, equipment, and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned a minimum of one time by the end of the Contract period.

A. PRUNING

1. Grid Tree Pruning

As identified in the specification details, all arterial median and parkway trees in each region shall be pruned regardless of size. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. No more than 25% of the foliage is to be removed at a given time.

- (a) Vendor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- (b) Vendor shall notify residents within forty-eight (48) hours prior to work being performed.
- (c) Vendor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the Work.
- (d) Vendor shall endeavor to maintain good public relations at all times. The Work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Vendor shall be responsible for advance notification to the residents at each Work location of the intended tree operations. The Vendor shall be responsible to see that private property and vehicles at Work locations are not endangered or damaged during the course of Work.
- (e) Vendor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Vendor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of high voltage power lines. In the event that aerial utility wires present a hazard to the Vendor's personnel or others near the Work site, Work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that Work causes excavation, the City is responsible for properly marking the location and the Vendor is responsible for appropriate notification of Underground Service Alert (USA).

- (f) No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for removals and inaccessible Palms when needed.
- (g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- (h) Topping shall not be done unless specifically requested by the City.
- (j) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2” or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
- (k) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.
- (l) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- (m) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- (n) Heading cuts and/or topping will not be allowed without City approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.
- (o) Tree Pruning by Grid on the Bid sheet is priced per tree and is based on tree pruning in pre-designated regions or grids that includes all trees (small, medium and large sized).

2. Pruning for Clearance

As directed by City staff, tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under “Pruning to Raise.” Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City staff and conform to the following:

- (a) The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

(b) Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

(c) When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms in a manner selected by the Vendor and approved by the City staff and in accordance with the following:

(a) The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City Project Manager. The Vendor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City palm trees.

(b) Palm Skinning is not included in this scope of service. Any requested palm skinning will be performed for an additional cost of time and material with prior approval from authorized City personnel.

B. WORK QUALITY

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Vendor shall also meet the requirements of the current American National Standards, Z133, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute., Inc., 1430 Broadway, New York, New York 10018.

The City Project Manager shall determine if the Vendor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Vendor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

C. SCHEDULE

Prior to beginning the work, the Vendor shall review with the City Project Manager the various methods, tools, and work scheduling to be used on the project.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M., depending on City ordinances. Work will not be performed adjacent to residential housing before 8 a.m.

All debris resulting from tree pruning operations shall be removed from the Work site on a daily basis.

D. CLEAN UP

Vendor shall clean all job sites when Work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled Work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris, or equipment be left on the street overnight.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City staff or authorized representative shall be the sole judge as to the adequacy of the cleanup.

E. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Vendor's operations under this Contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report:

Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the City on a monthly basis.

2. Wood Chips:

- (a) Chips generated from pruning operations within the City may first be dumped at a City designated site.
- (b) At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.

3. Milling (additional service & cost):

At the direction of the City, large tree trunks, which meet proper specifications, may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

F. PAYMENT

Vendor shall only invoice for time spent at the locations of service and work that has been completed.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

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

G. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. Additional Work may be added to the Contract Work as the need arises. The Vendor shall perform all specified and approved additional Work at the unit prices submitted with this bid proposal.
2. The Vendor must be willing to provide a competitive price for additional Work that may be added to the Contract. Vendor will be required to demonstrate the ability to properly execute the expanded Workload with the necessary increase in labor, materials and equipment needed to complete the additional Work in a timely manner.

H. GENERAL REQUIREMENTS

1. Workforce

Contractor shall designate a qualified representative with experience in arboriculture 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.

2. Licenses, Permits and Certifications

(a) Vendor shall maintain a State Tree Service Vendor's license (D-49). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments.

(b) Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

3. Property Damage

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.

I. Traffic Control

The Vendor shall maintain the following requirements:

- A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.
- B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

- C. Traffic control plans must conform to the SSS and to the MUTCD.
- D. Working hours shall be from 8:30 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.
- E. No lane closure beyond the Work areas.

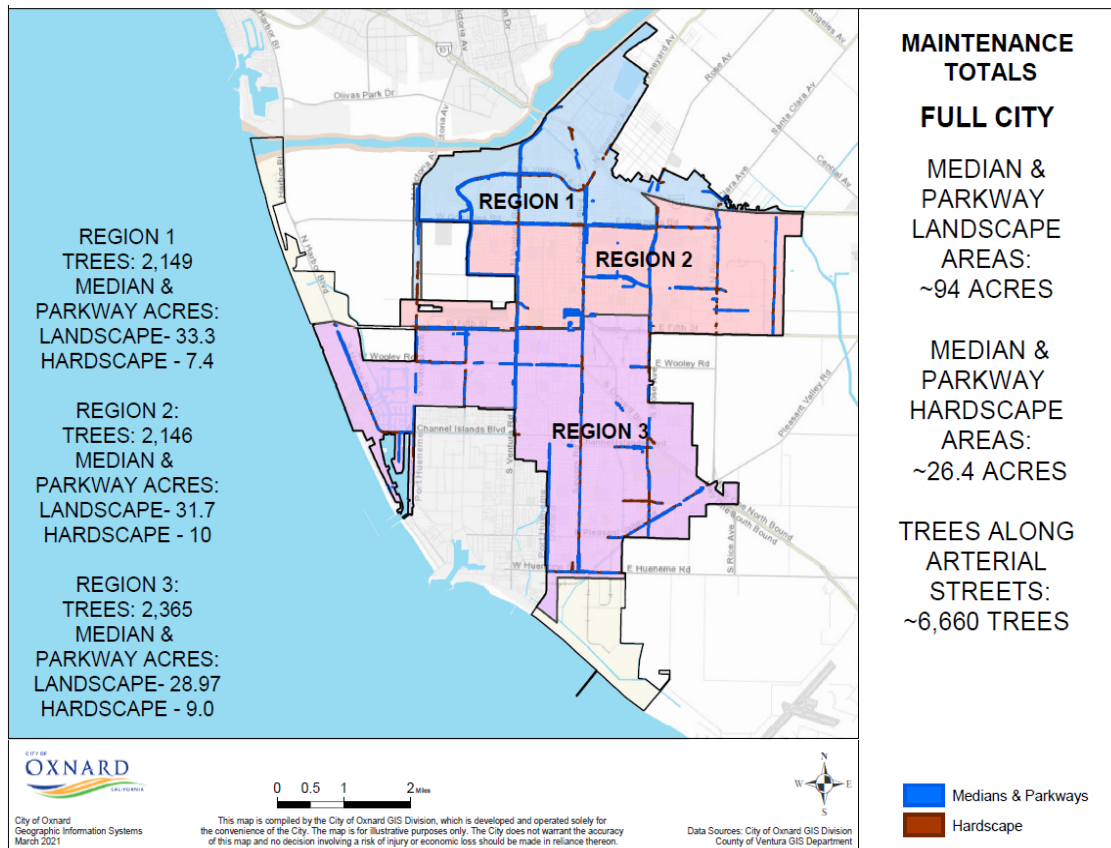
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

The Vendor(s) shall provide pruning services for all trees within the City's arterial medians and parkways.

	Total Cost
Region 1	\$182,665.00
Hourly Rate for as-needed tasks	\$ 150 /hour
Material mark up rate for as-needed tasks	10%



SCHEDULE OF SERVICES EXHIBIT

The period of performance anticipated for this solicitation and shall be for 1 year, from July 1, 2021- June 30, 2021 or effective upon signature of an Agreement by both parties, unless terminated earlier. Extension of this agreement shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

The intention of this solicitation is to have pruning services being conducted in all three regions simultaneously, and to have all trees located within the regions to be serviced within the first six months of the agreement. Work may be extended out past six months, but may not exceed 12 months based on uncontrollable delays, such as weather, with the approval of the City.

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 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**GENERAL LIABILITY**

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

- ☐ Claims Made
 Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS**COVERAGES****LIABILITY LIMITS IN THOUSANDS \$**

EACH OCCURRENCE

AGGREGATE

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

- 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☐ _____

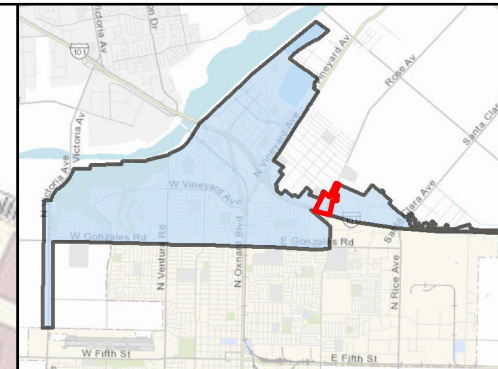
I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____

REGION 1 WORK DETAIL: PAGE 1 OF 33, AUTO CENTER 1



MAINTENANCE TOTALS

REGION 1

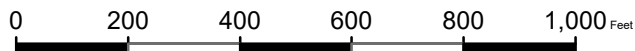
TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~40,621 SQ FT
 ~0.93 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~6,642 SQ FT
 ~0.15 ACRES

PROJECT TREES:
 6 TREES



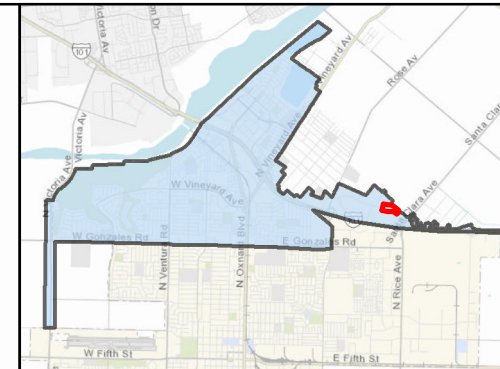
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.



Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 2 OF 33, AUTO CENTER 2



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~13,328 SQ FT
 ~0.31 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~222 SQ FT
 ~0.01 ACRES

PROJECT TREES:
 22 TREES



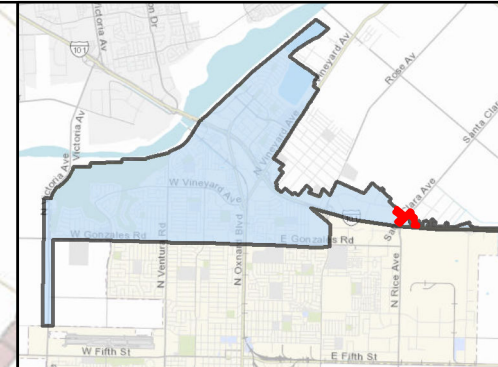
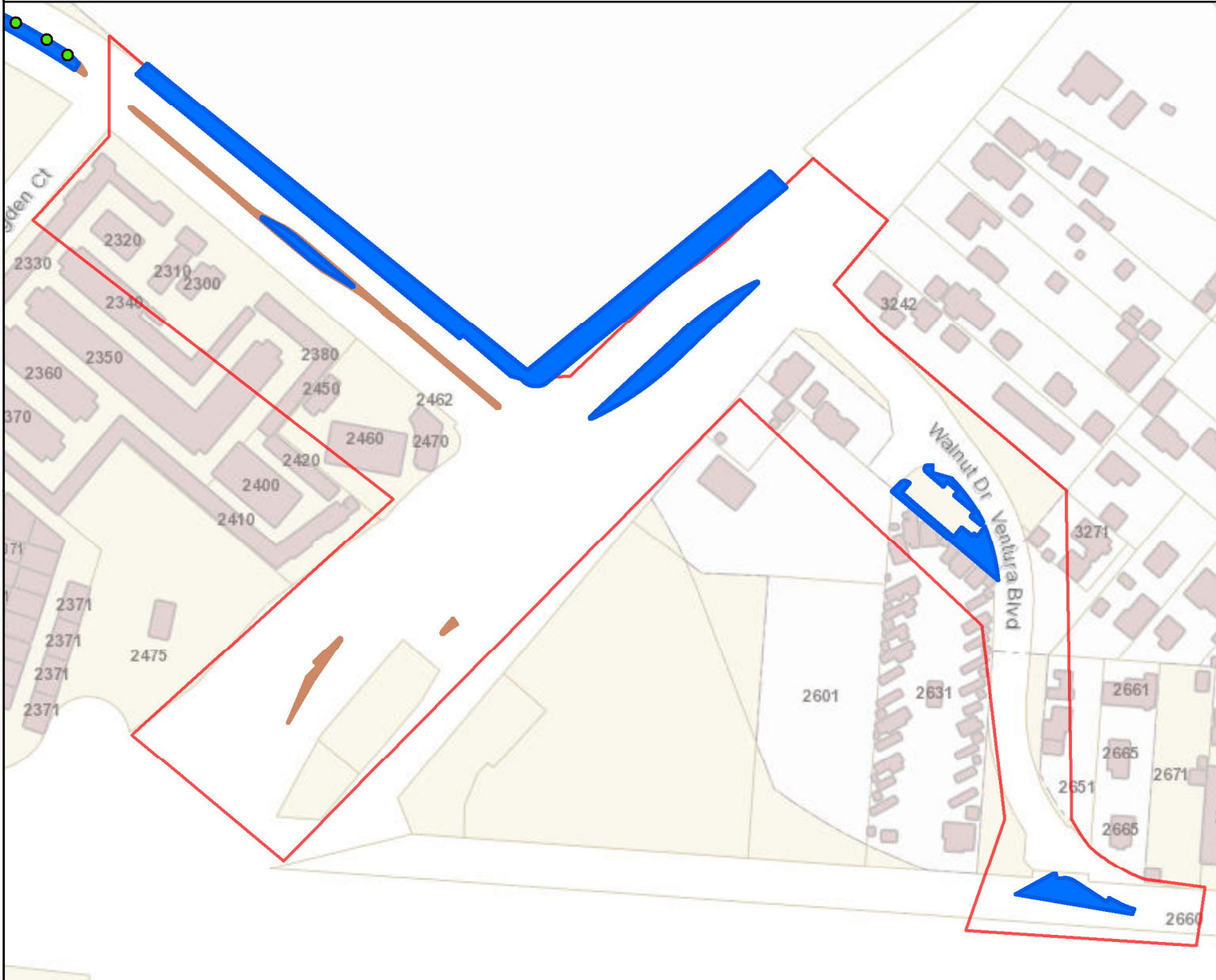
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 3 OF 33, AUTO CENTER 3



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~40,861 SQ FT
 ~0.94 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~3,982 SQ FT
 ~0.09 ACRES

PROJECT TREES:
 0 TREES



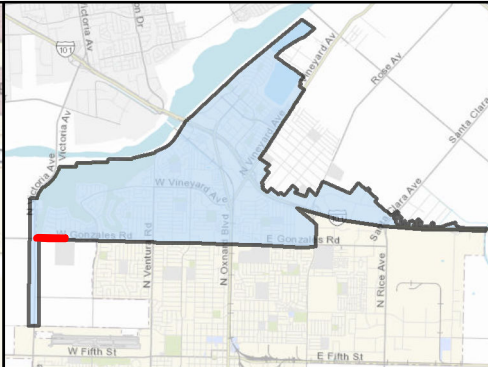
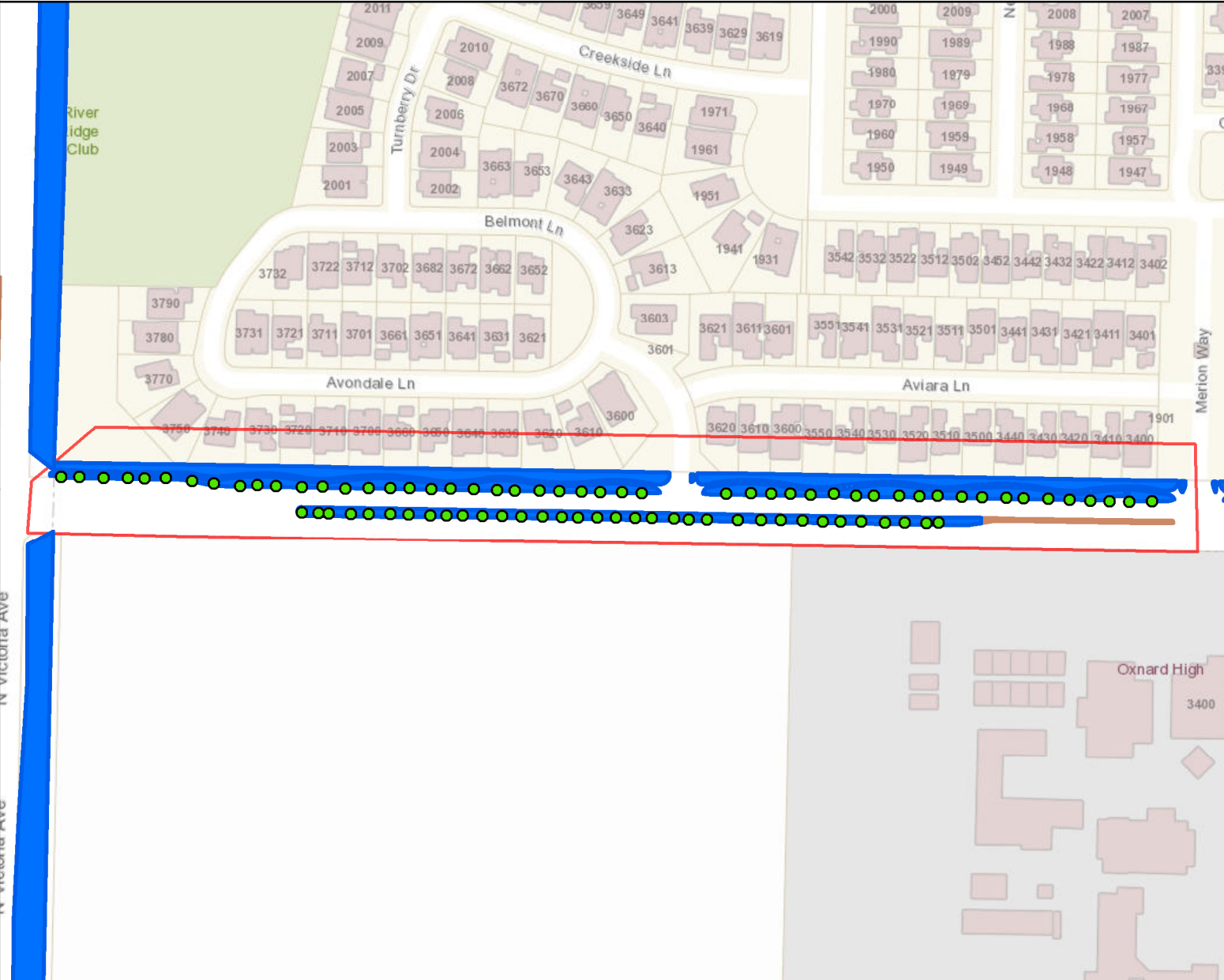
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 4 OF 33, GONZALES 01



MAINTENANCE TOTALS

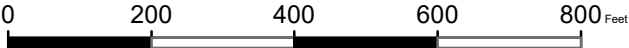
REGION 1
TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~72,608 SQ FT
~1.67 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~1,446 SQ FT
~0.03 ACRES

PROJECT TREES:
83 TREES



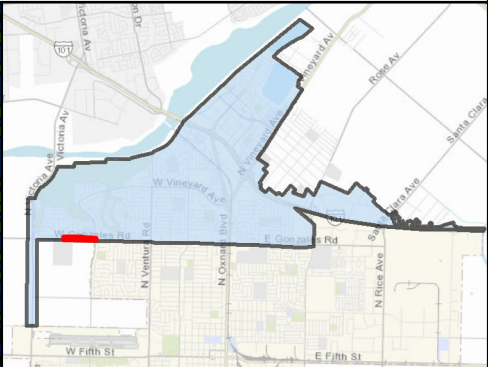
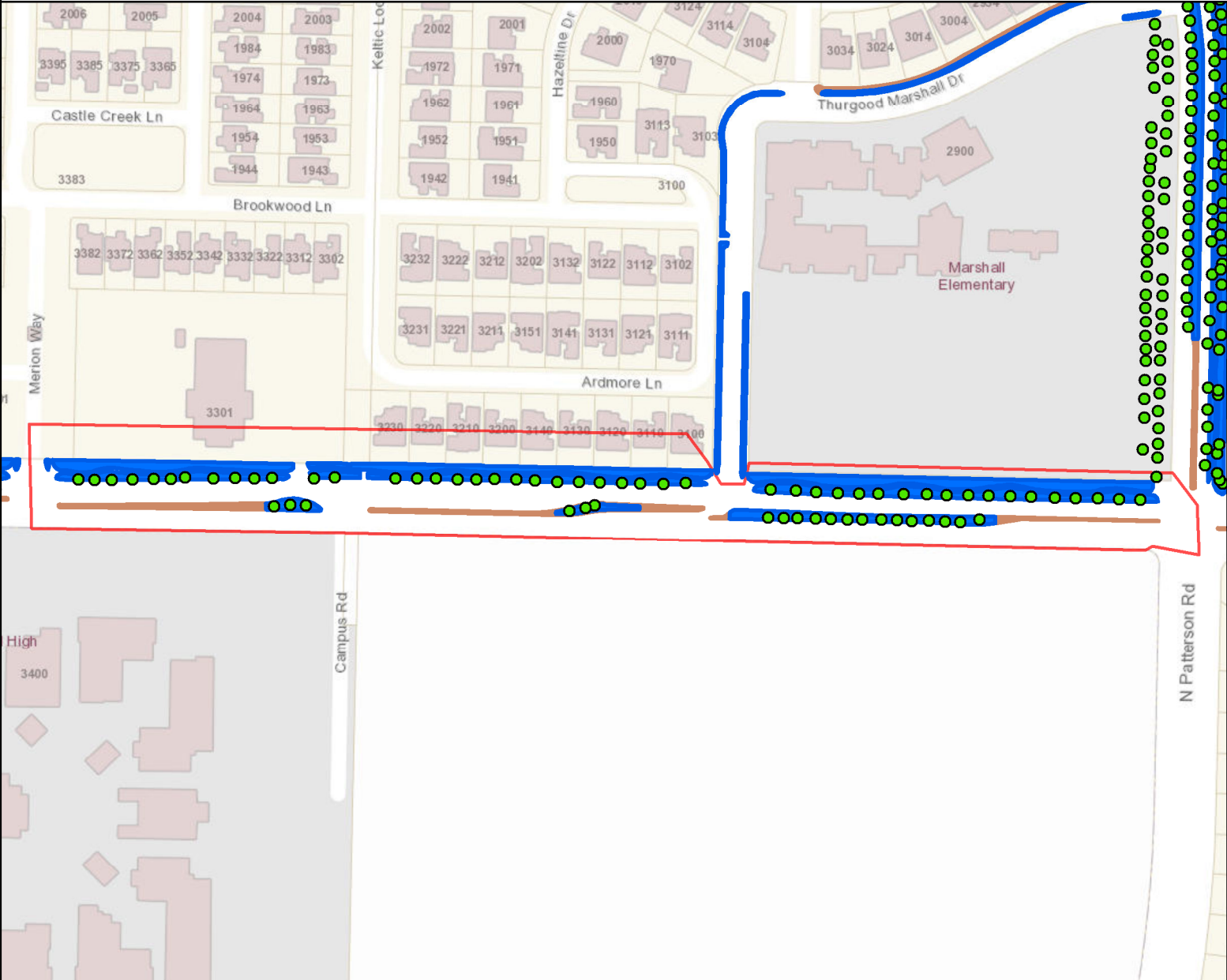
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 5 OF 33, GONZALES 02



MAINTENANCE
TOTALS

REGION 1

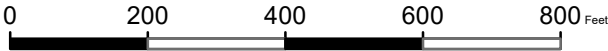
TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT
THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~58,869 SQ FT
~1.35 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~6,633 SQ FT
~0.15 ACRES

PROJECT TREES:
67 TREES



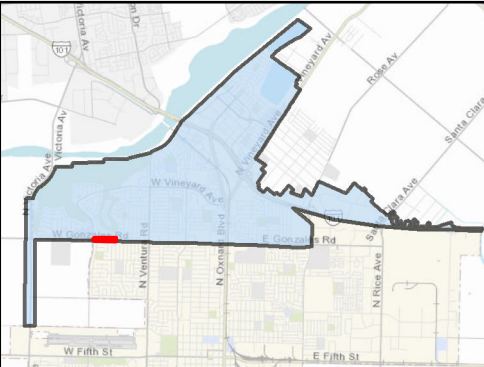
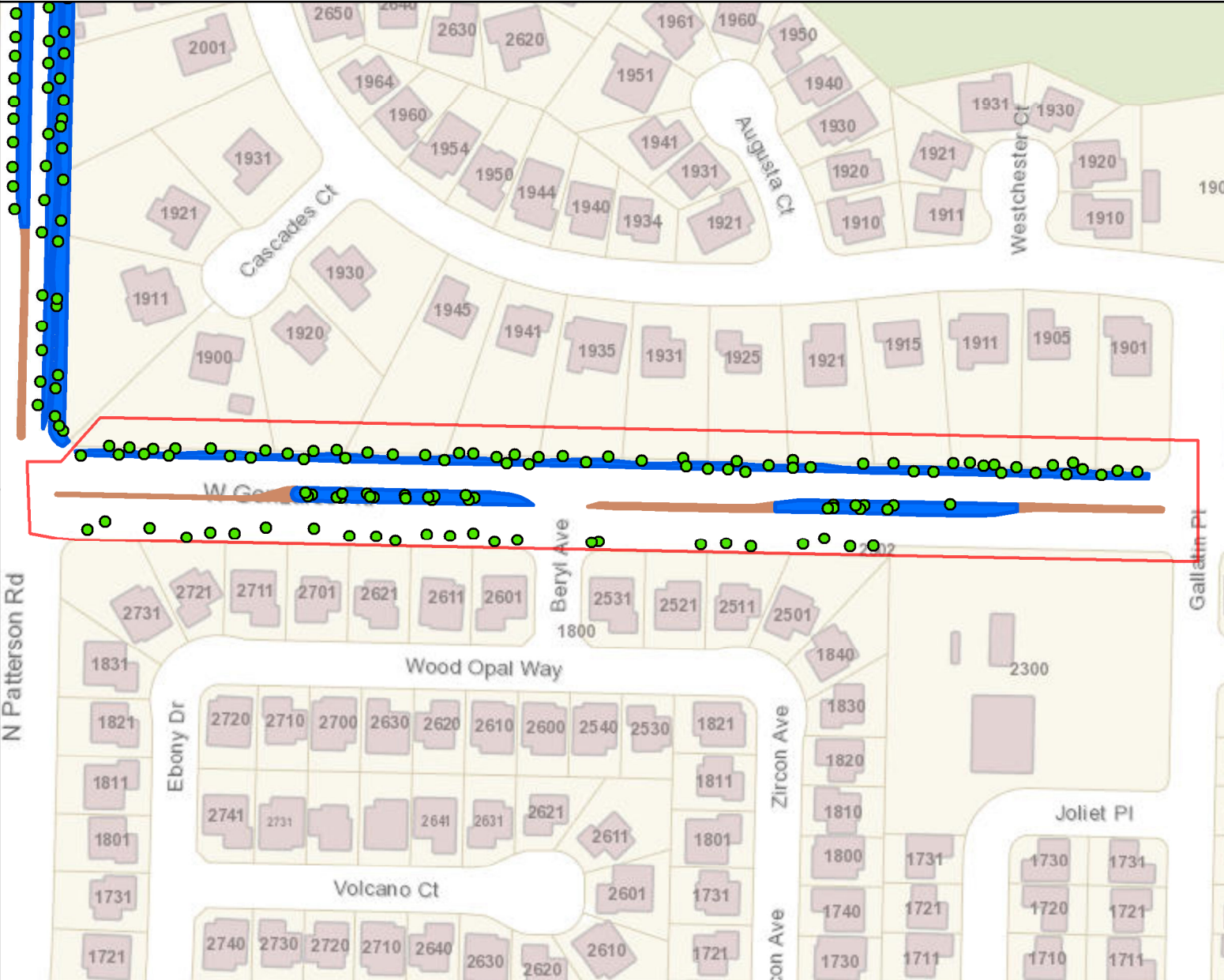
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 6 OF 33, GONZALES 03



MAINTENANCE
TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT
THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~18,396 SQ FT
~0.42 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~3,744 SQ FT
~0.09 ACRES

PROJECT TREES:
111 TREES



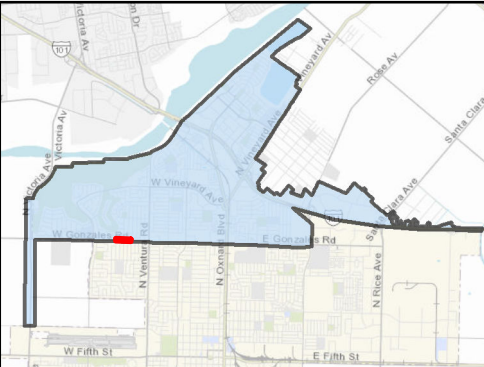
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 7 OF 33, GONZALES 04



MAINTENANCE
TOTALS

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT
THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~17,225 SQ FT
~0.4 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~2,537 SQ FT
~0.06 ACRES

PROJECT TREES:
84 TREES



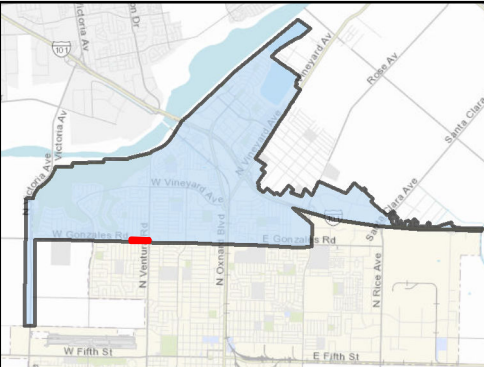
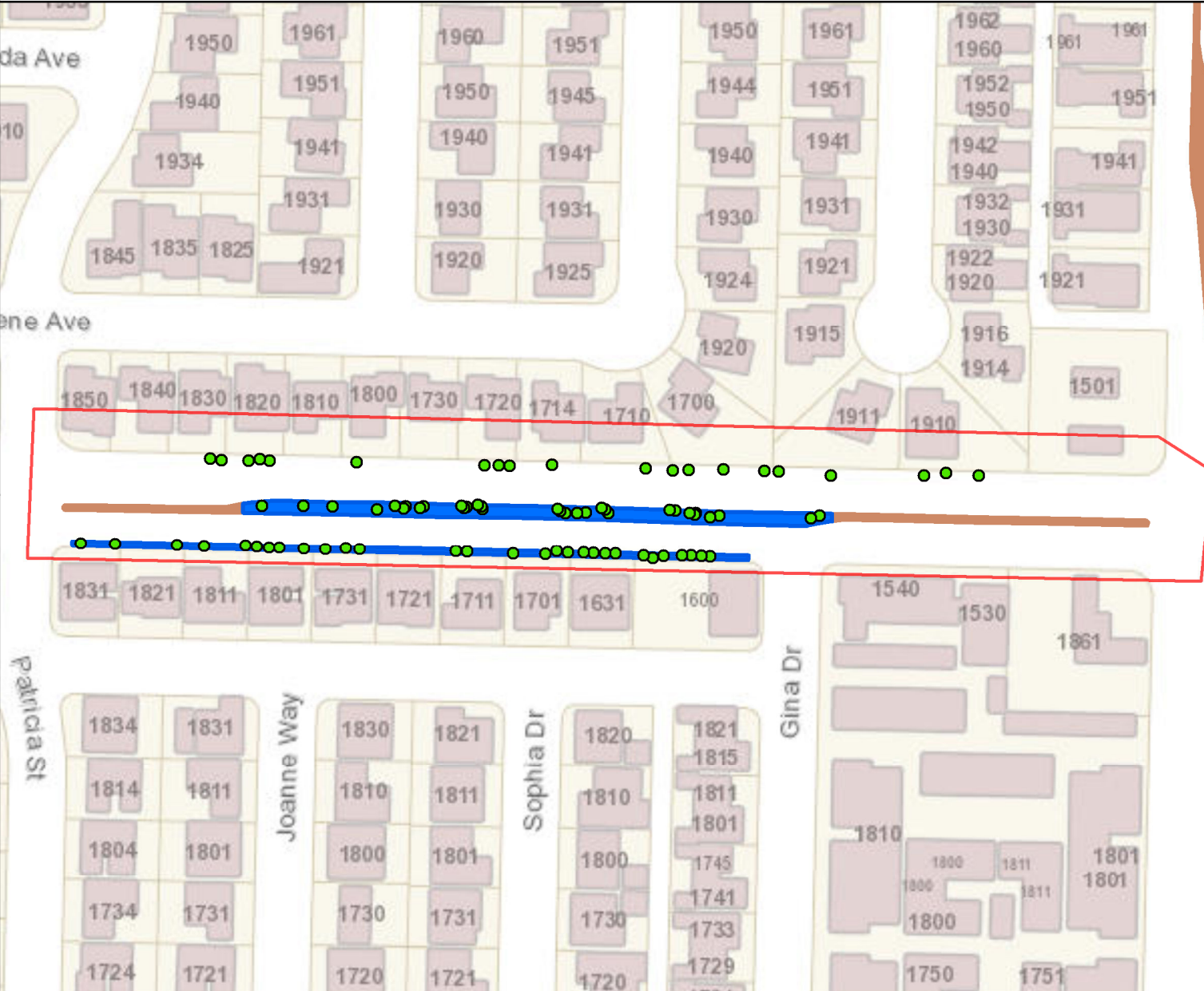
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 8 OF 33, GONZALES 05



**MAINTENANCE
TOTALS**

REGION 1

TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

**WORK EXTENT
THIS PAGE**

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~11,098 SQ FT
~0.25 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~2,761 SQ FT
~0.06 ACRES

PROJECT TREES:
81 TREES



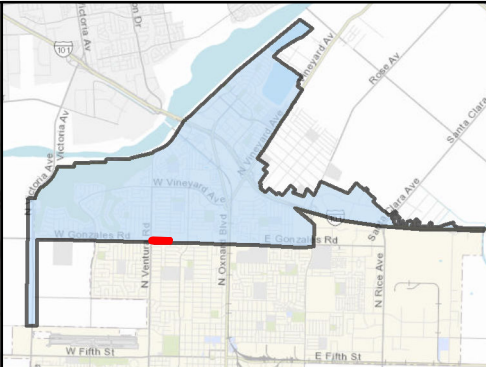
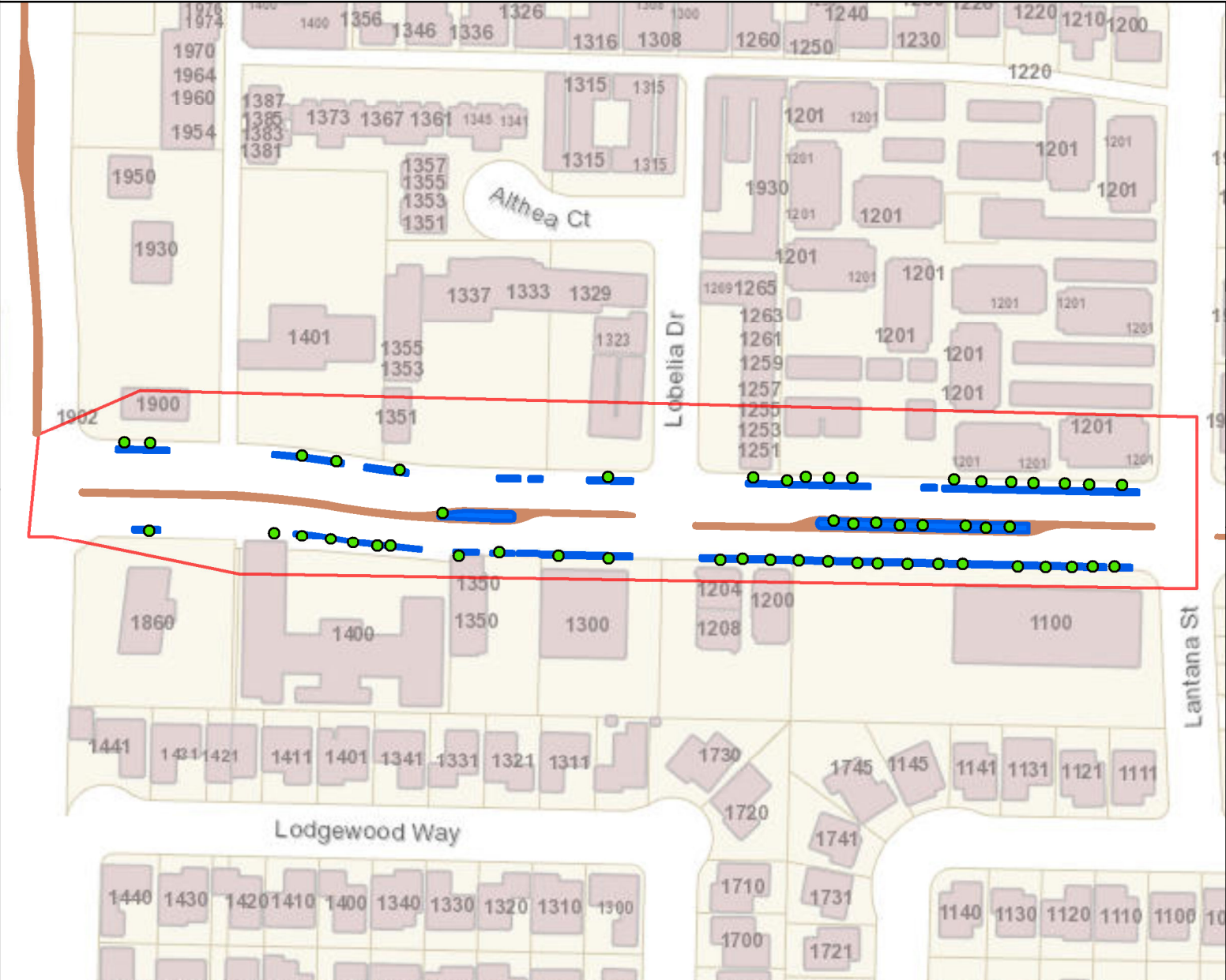
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 9 OF 33, GONZALES 06



MAINTENANCE TOTALS

REGION 1

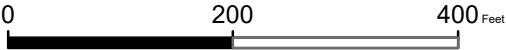
TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT
THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~9,509 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~5,307 SQ FT
~0.12 ACRES

PROJECT TREES:
53 TREES



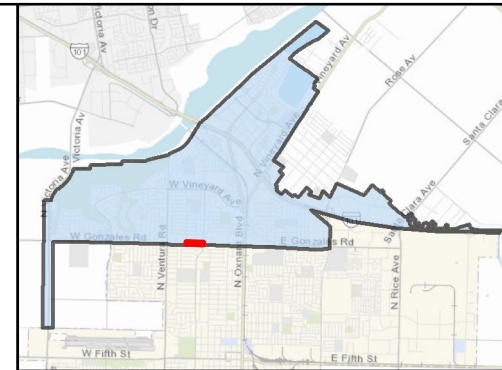
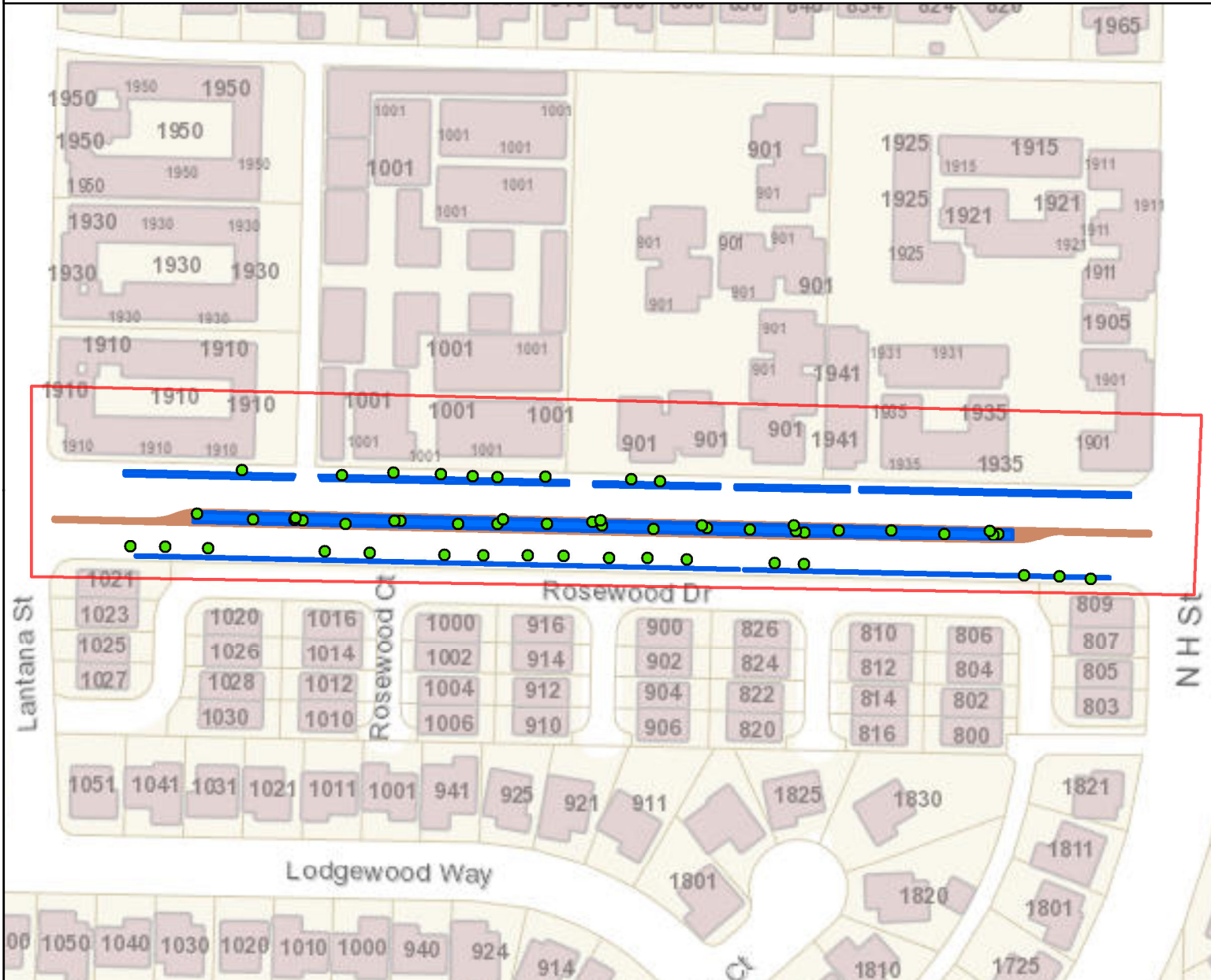
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 10 OF 33, GONZALES 07



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~13,608 SQ FT
 ~0.31 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~4,834 SQ FT
 ~0.11 ACRES

PROJECT TREES:
 54 TREES



0 200 400 Feet

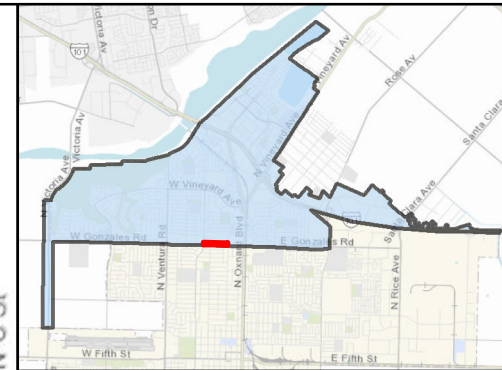
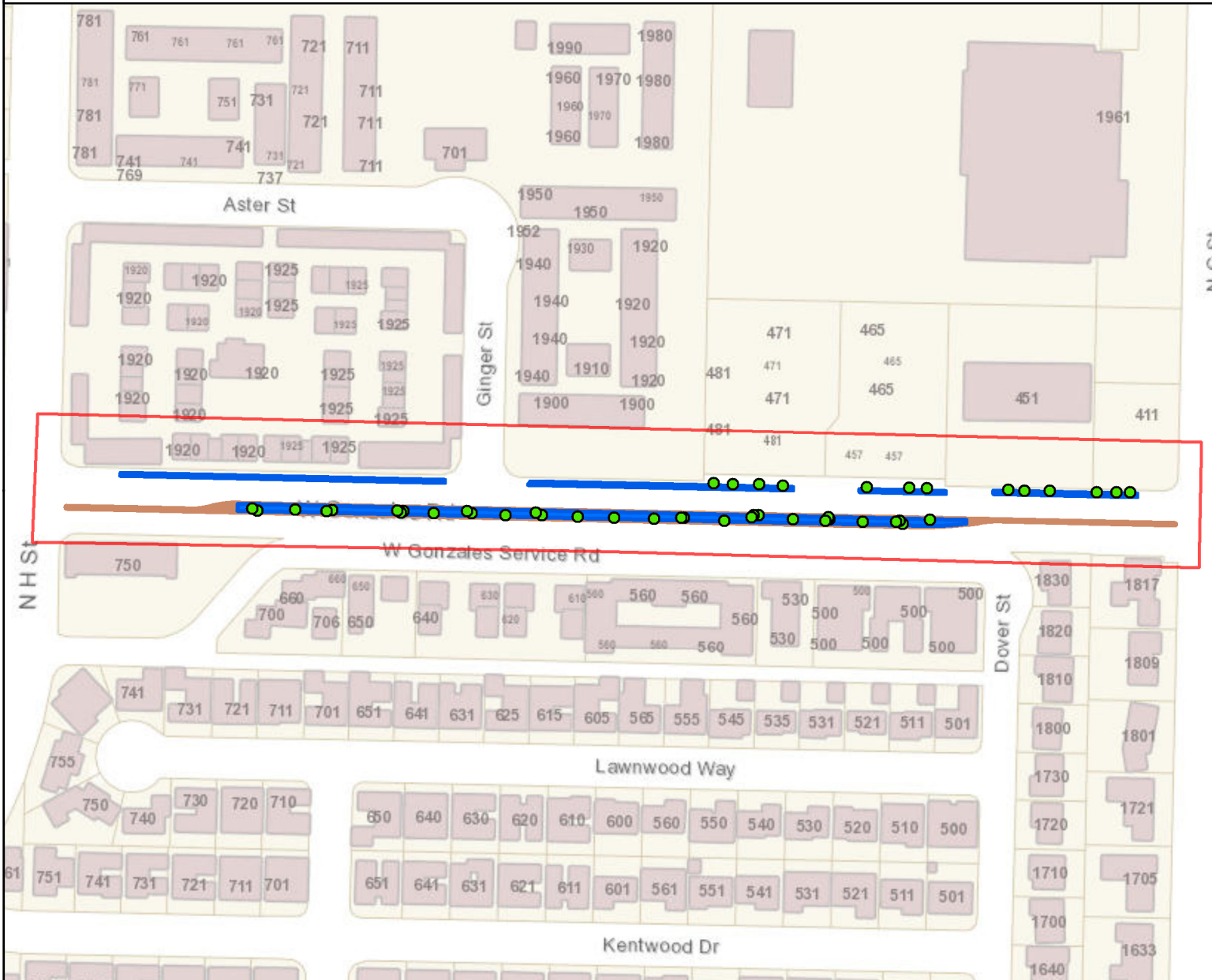
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 11 OF 33, GONZALES 08



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~15,215 SQ FT
 ~0.35 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~6,594 SQ FT
 ~0.15 ACRES

PROJECT TREES:
 45 TREES



0 200 400 600 Feet

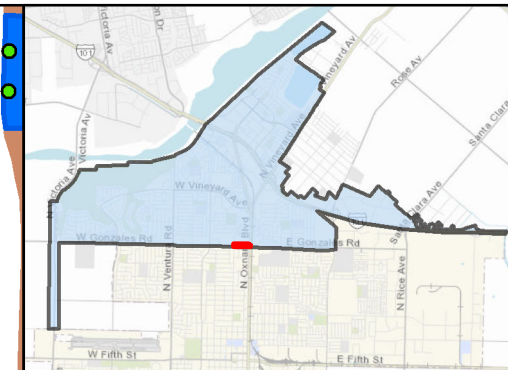
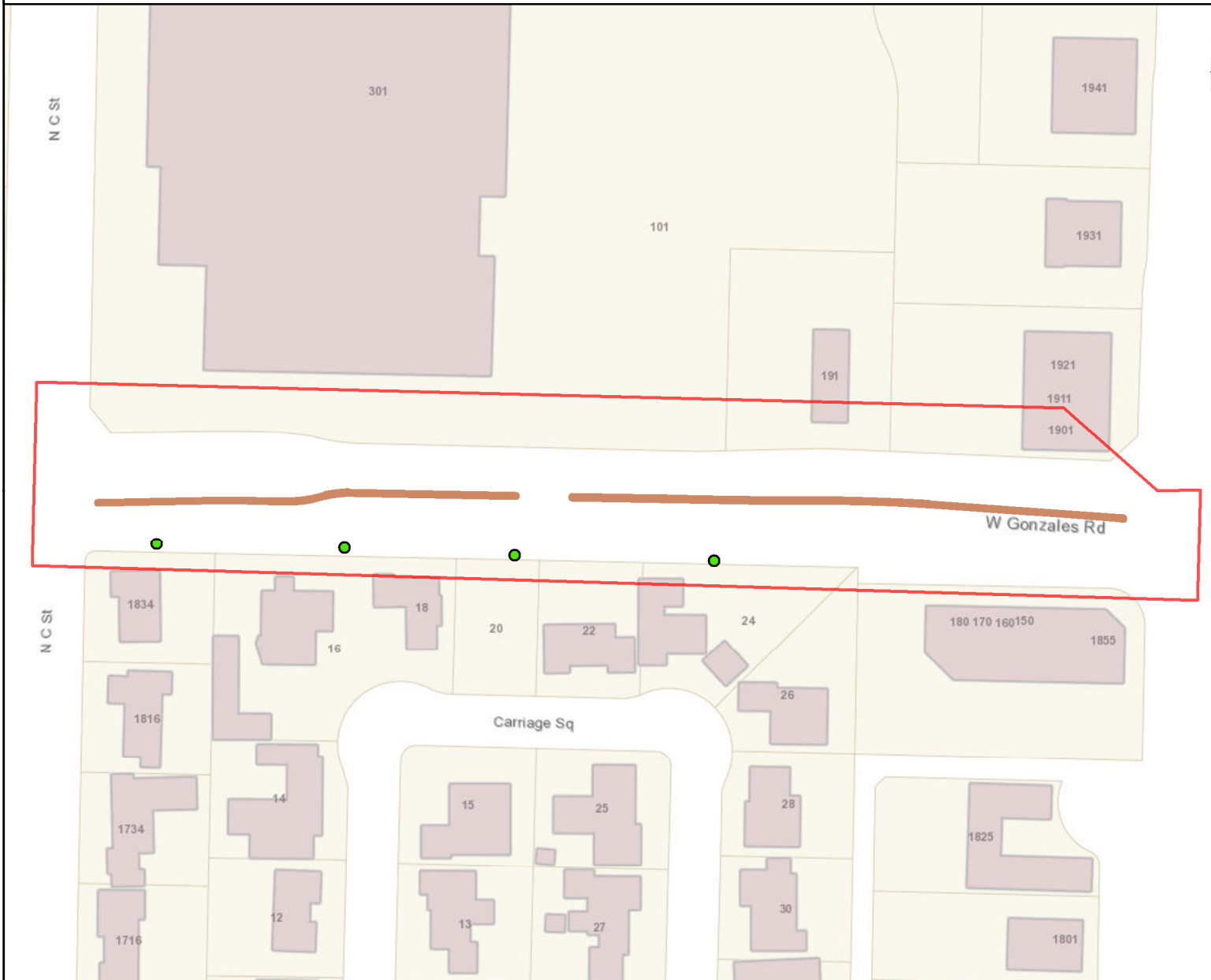
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 12 OF 33, GONZALES 09



MAINTENANCE TOTALS

REGION 1

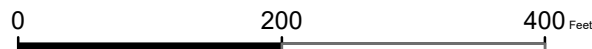
TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~3,767 SQ FT
 ~0.09 ACRES

PROJECT TREES:
 4 TREES



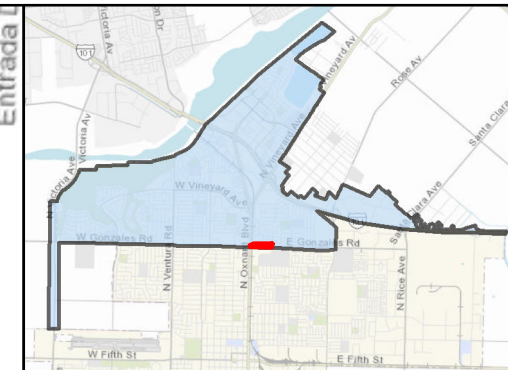
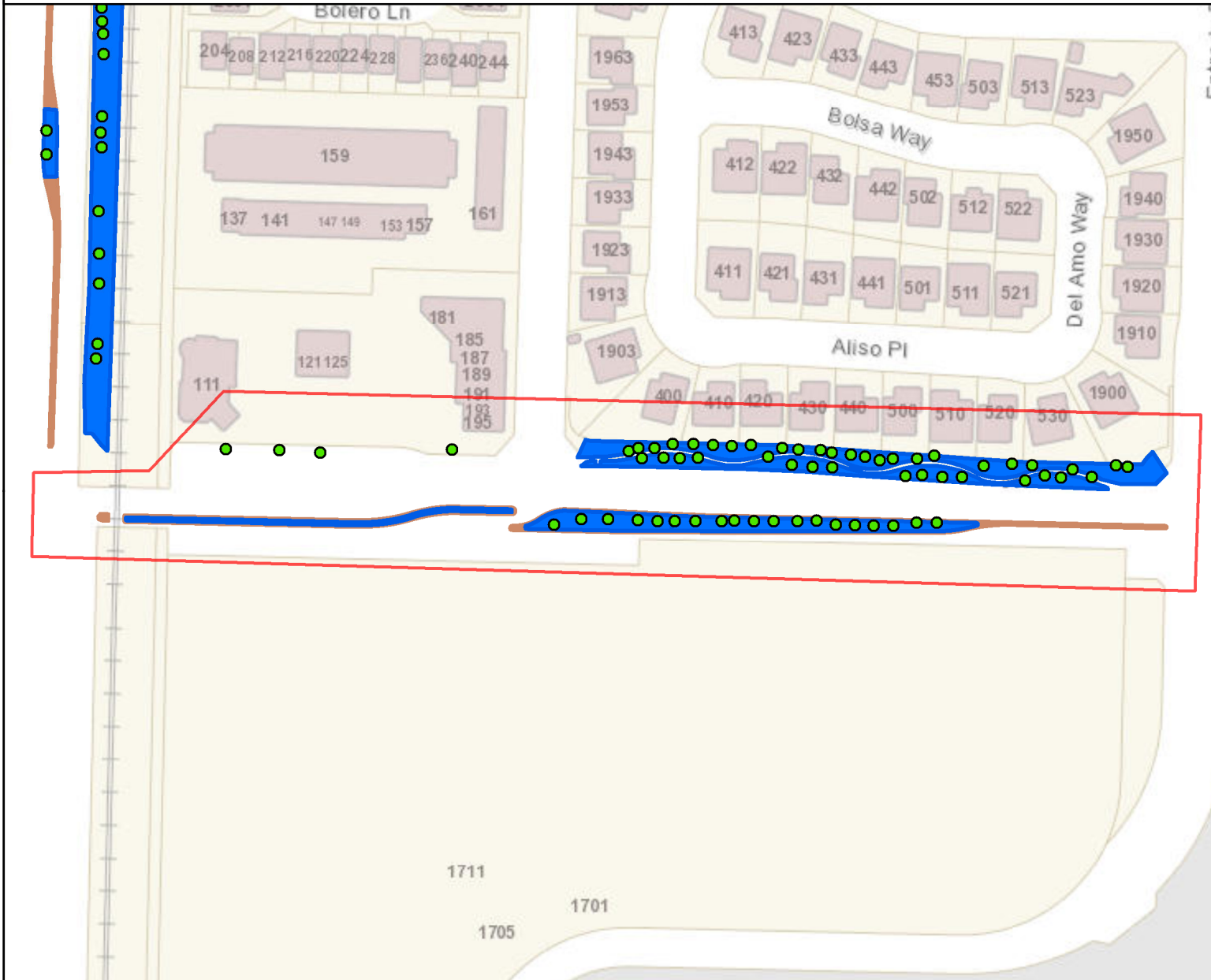
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 13 OF 33, GONZALES 10



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~29,529 SQ FT
 ~0.68 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~5,330 SQ FT
 ~0.12 ACRES

PROJECT TREES:
 63 TREES

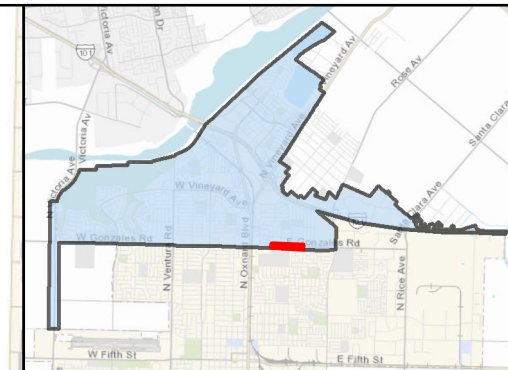
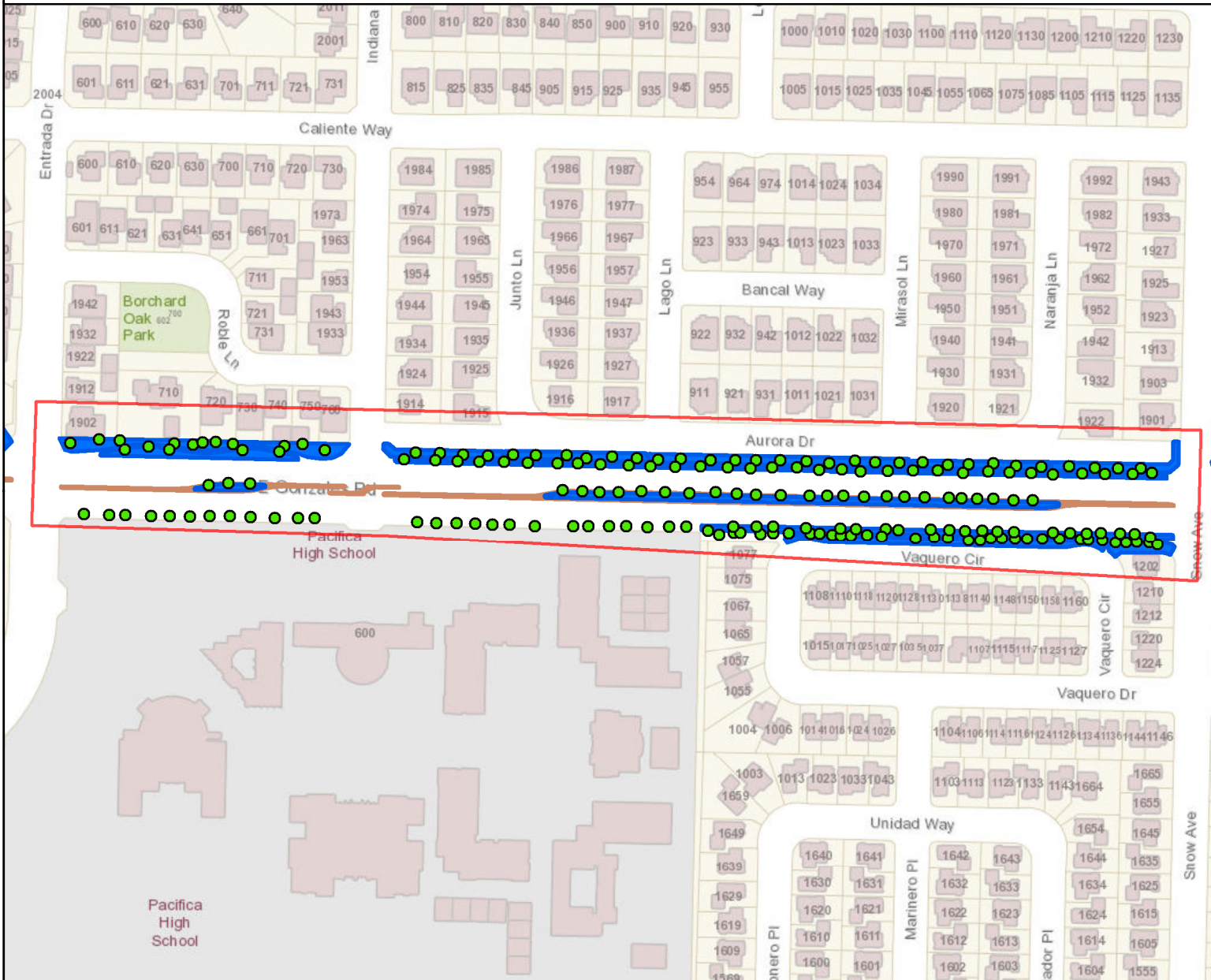


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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 14 OF 33, GONZALES 11



MAINTENANCE TOTALS

REGION 1

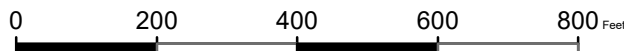
TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~67,925 SQ FT
 ~1.56 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~8,420 SQ FT
 ~0.19 ACRES

PROJECT TREES:
 186 TREES



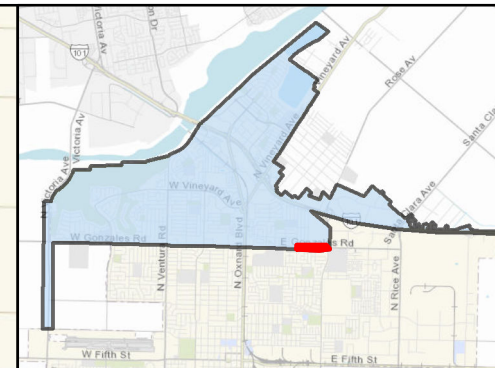
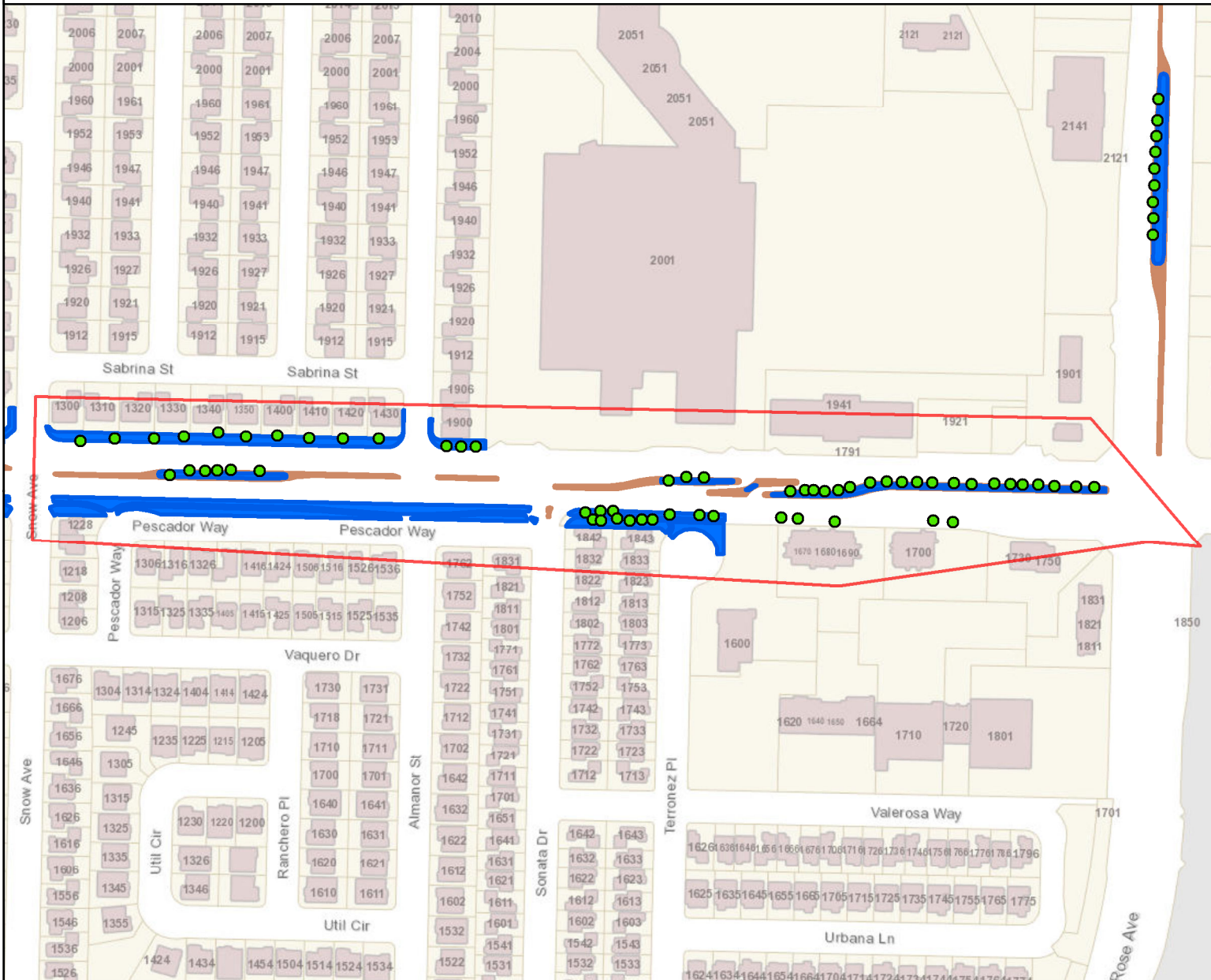
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 15 OF 33, GONZALES 12



MAINTENANCE TOTALS

REGION 1

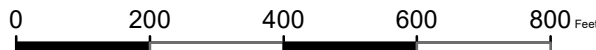
TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~49,186 SQ FT
 ~1.13 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~9,371 SQ FT
 ~0.22 ACRES

PROJECT TREES:
 59 TREES



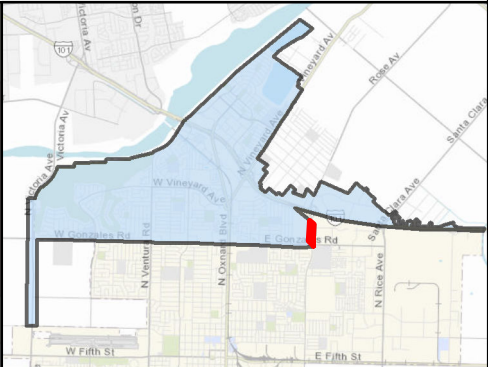
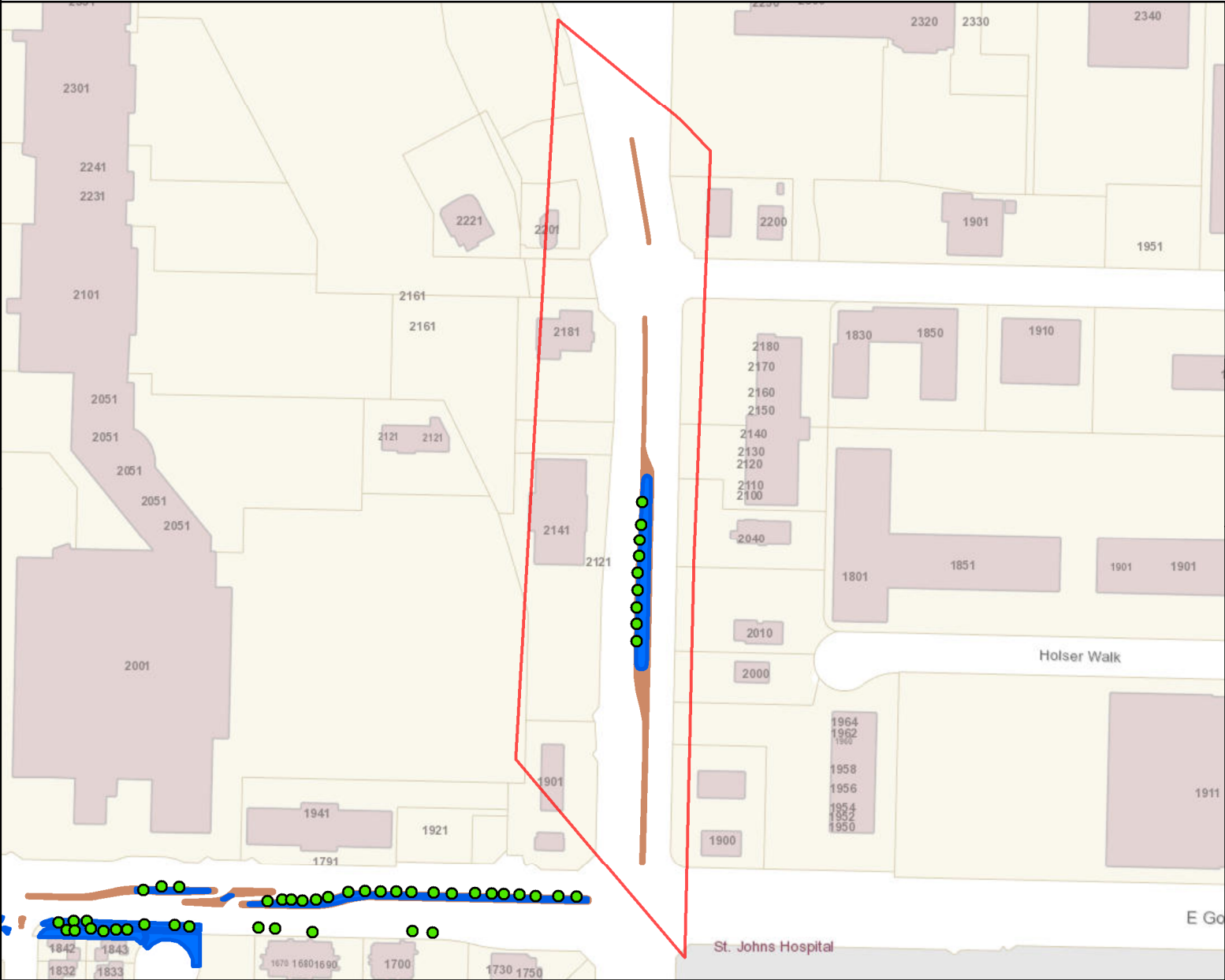
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 16 OF 33, ROSE



MAINTENANCE TOTALS

REGION 1

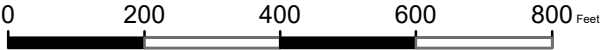
TREES: 2,149
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 33.3
HARDSCAPE: 7.4

WORK EXTENT
THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~6,403 SQ FT
~0.15 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~5,775 SQ FT
~0.13 ACRES

PROJECT TREES:
9 TREES



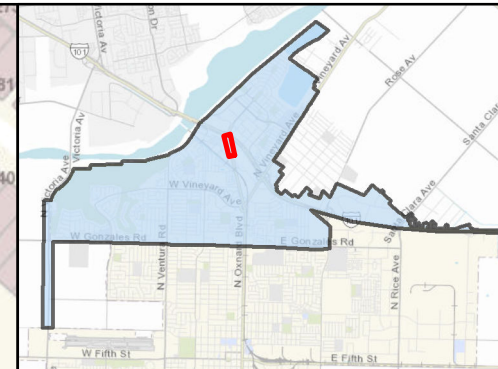
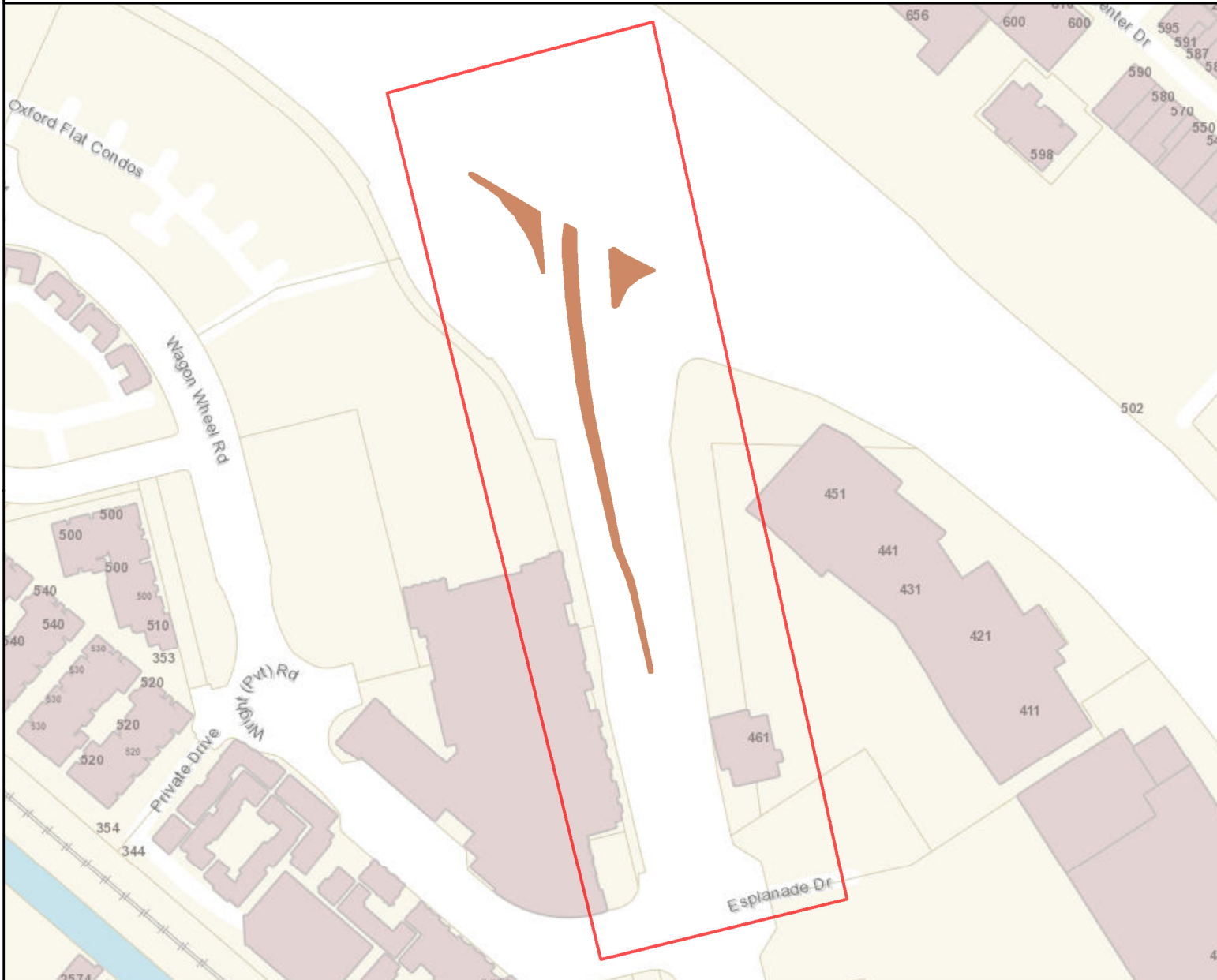
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 17 OF 33, OXNARD BL 1



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~14,453 SQ FT
 ~0.33 ACRES

PROJECT TREES:
 0 TREES



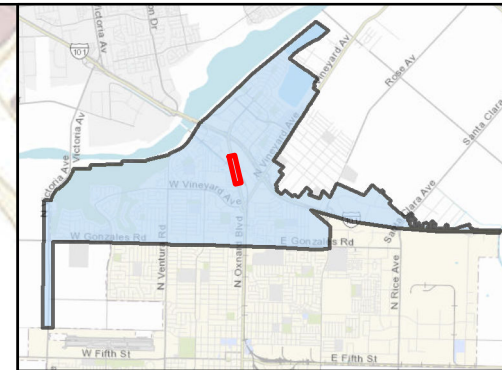
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 18 OF 33, OXNARD BL 2



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~15,837 SQ FT
 ~0.36 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~1,331 SQ FT
 ~0.03 ACRES

PROJECT TREES:
 45 TREES



0 200 400 600 800 Feet

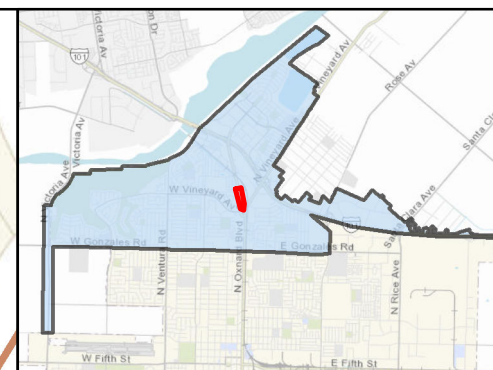
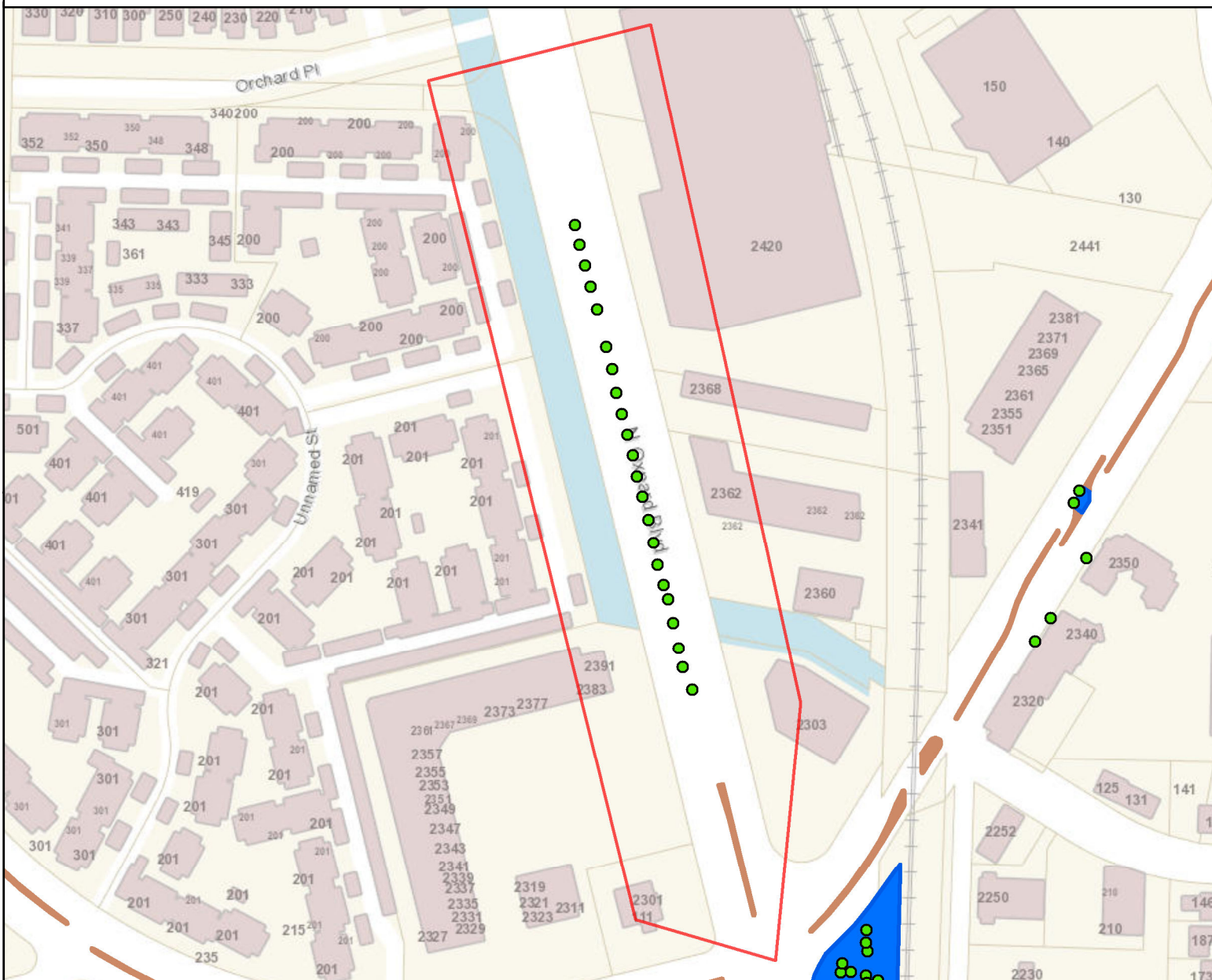
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 19 OF 33, OXNARD BL 3



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~1,053 SQ FT
 ~0.02 ACRES

PROJECT TREES:
 22 TREES



0 200 400 600 Feet

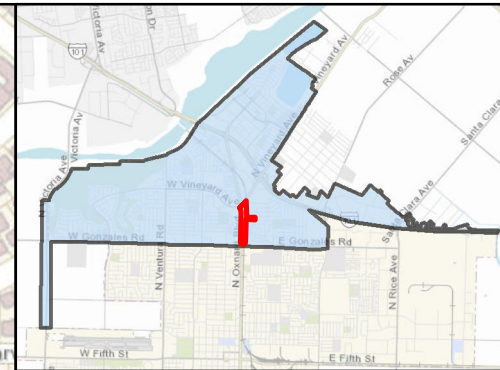
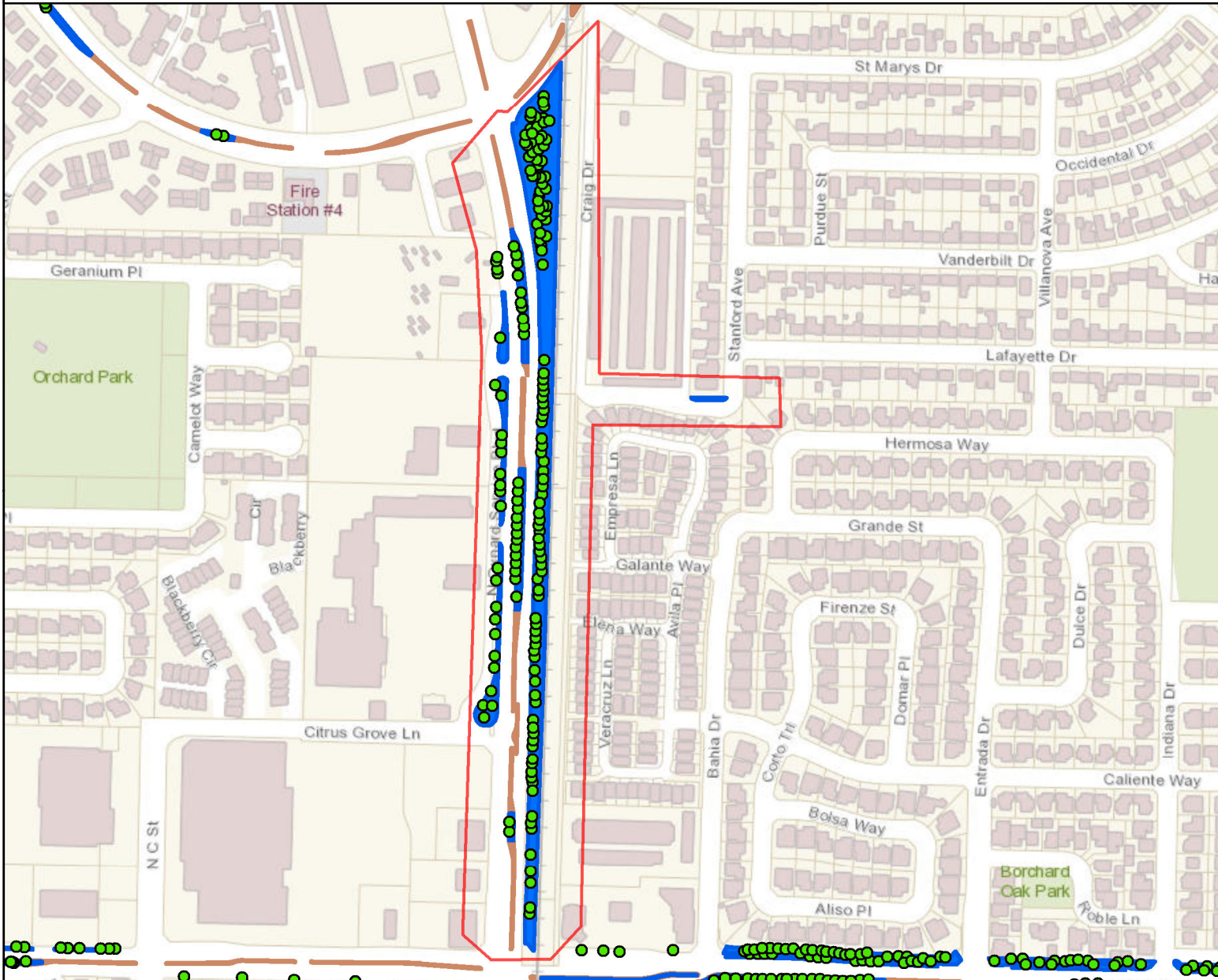
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 20 OF 33, OXNARD BL 4



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~176,589 SQ FT
 ~4.05 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~9,410 SQ FT
 ~0.22 ACRES

PROJECT TREES:
 164 TREES



0 200 400 600 800 1,000 1,200 1,400 Feet

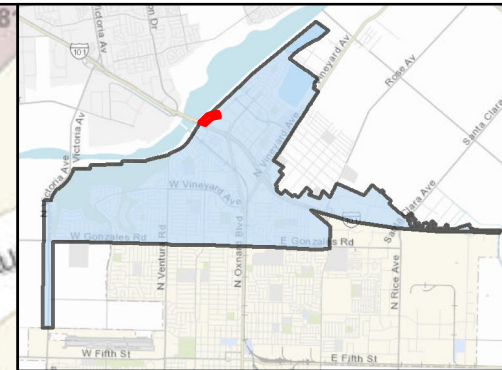
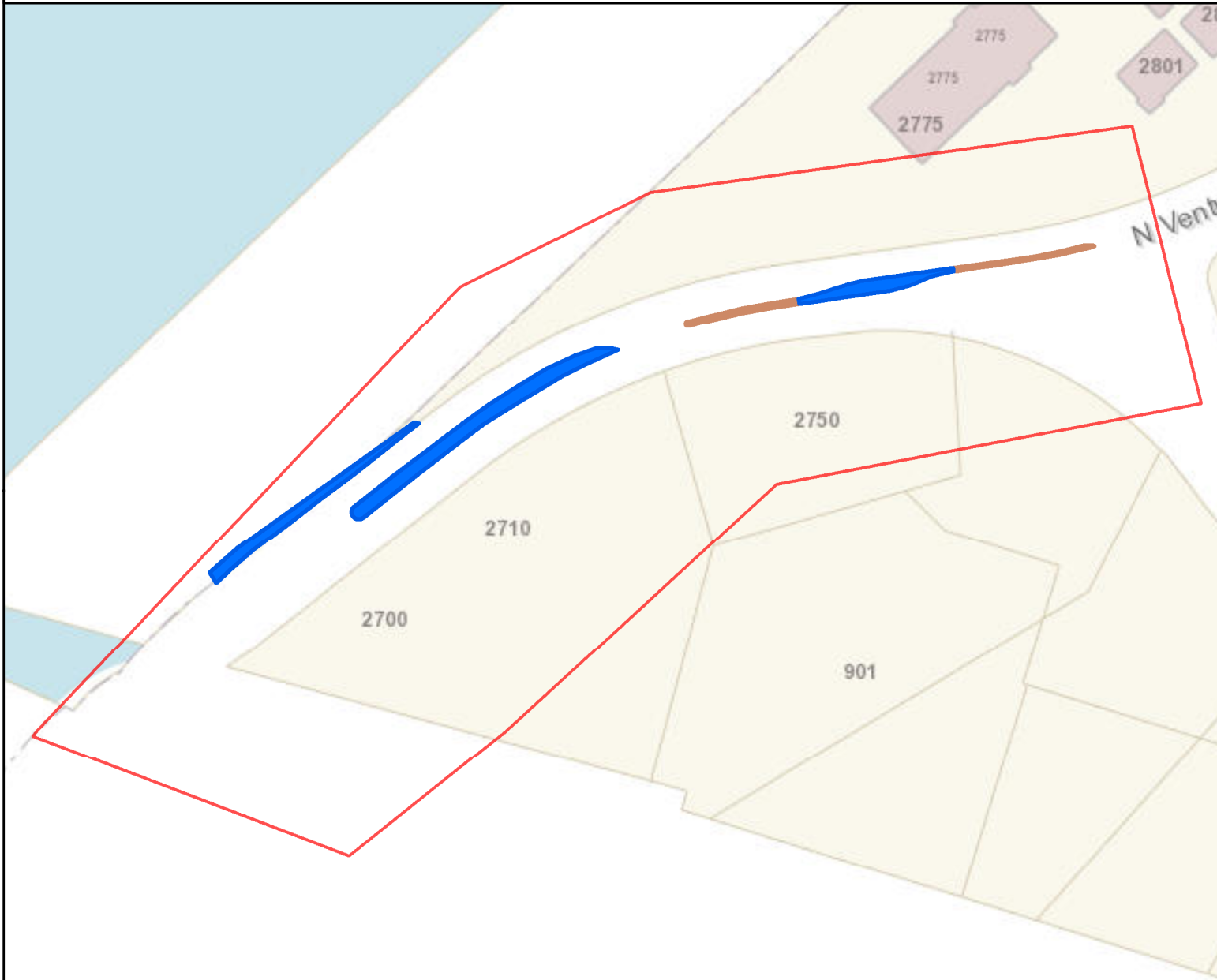
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 21 OF 33, VENTURA 1



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~9,546 SQ FT
 ~0.22 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~1,266 SQ FT
 ~0.03 ACRES

PROJECT TREES:
 0 TREES



0 200 400 Feet

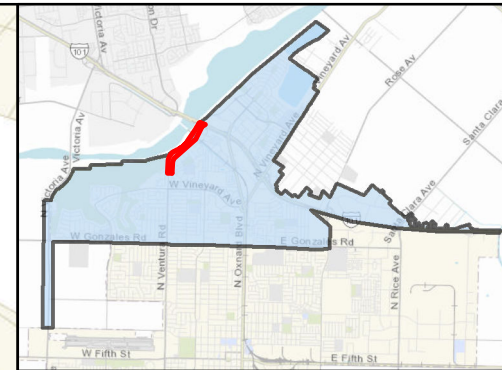
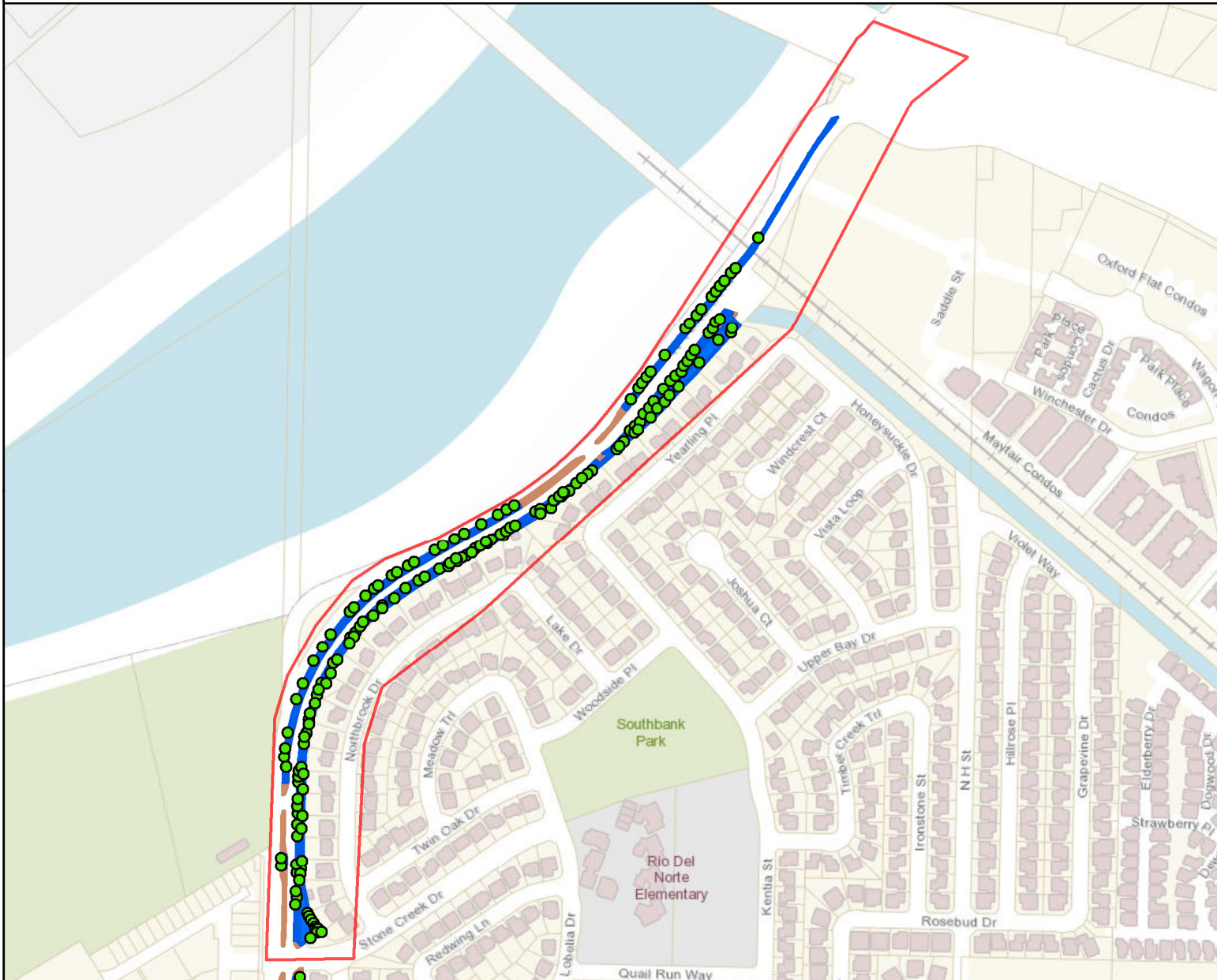
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 22 OF 33, VENTURA 2



MAINTENANCE TOTALS

REGION 1

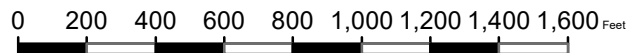
TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~110,625 SQ FT
 ~2.54 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~34,747 SQ FT
 ~0.8 ACRES

PROJECT TREES:
 168 TREES



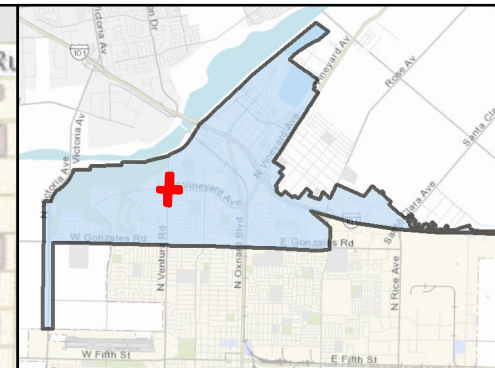
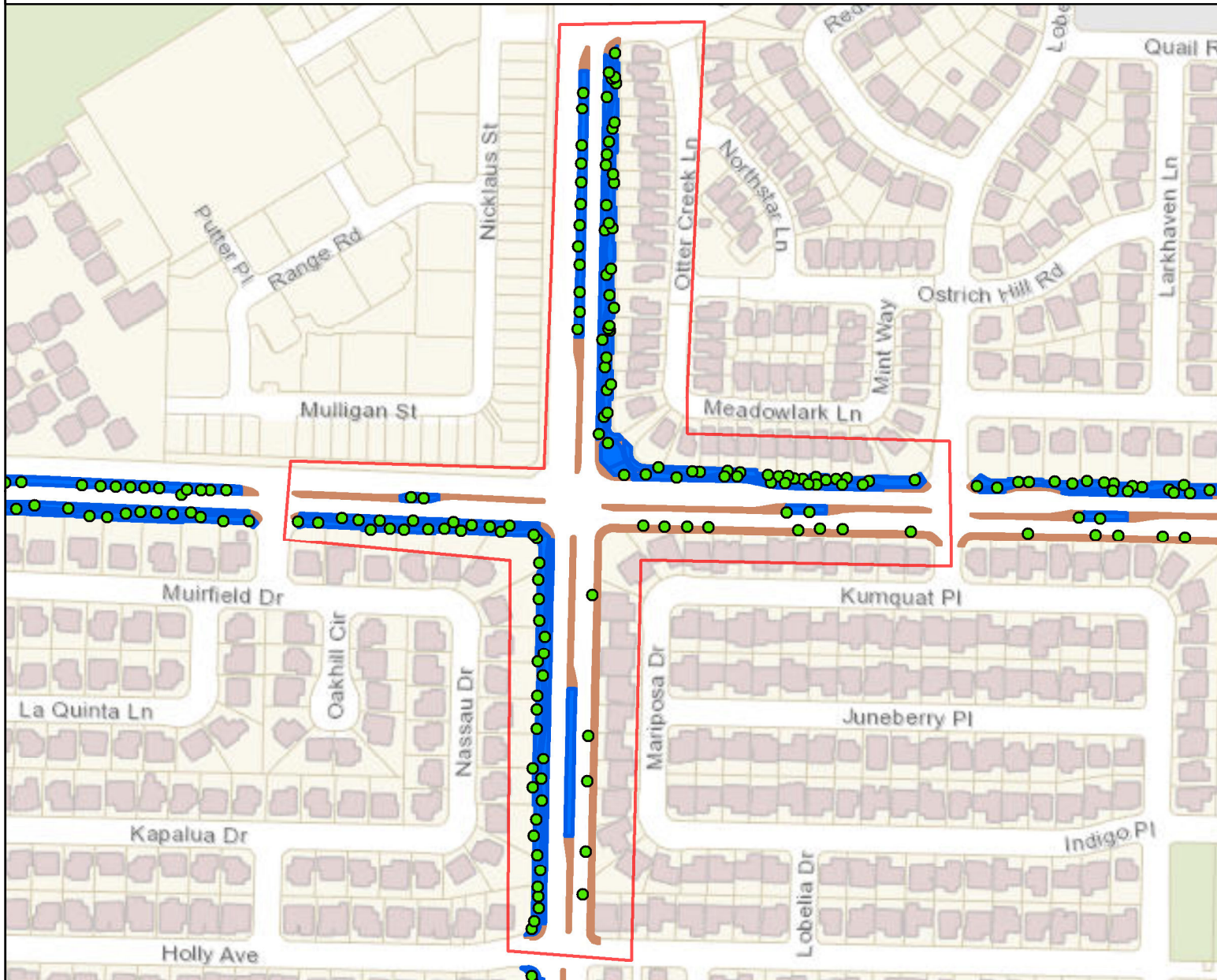
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 23 OF 33, VENTURA 3/ VINEYARD 4



MAINTENANCE TOTALS

REGION 1

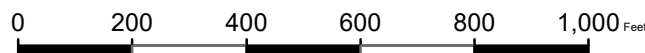
TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~87,004 SQ FT
 ~2 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~57,850 SQ FT
 ~1.33 ACRES

PROJECT TREES:
 133 TREES



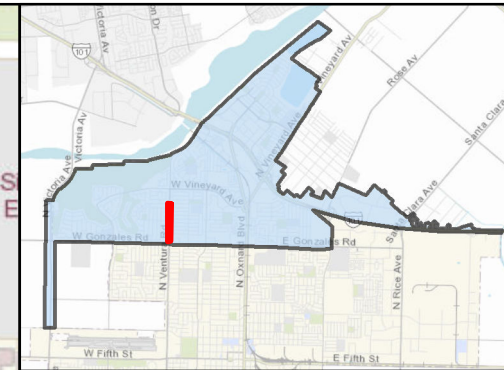
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 24 OF 33, VENTURA 4



MAINTENANCE TOTALS

REGION 1

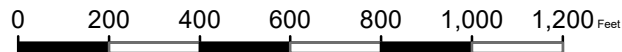
TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~15,783 SQ FT
 ~0.36 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~9,420 SQ FT
 ~0.22 ACRES

PROJECT TREES:
 25 TREES



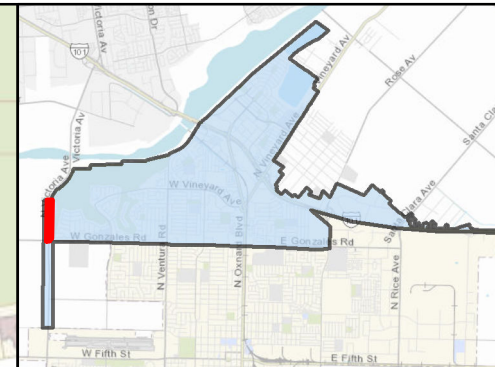
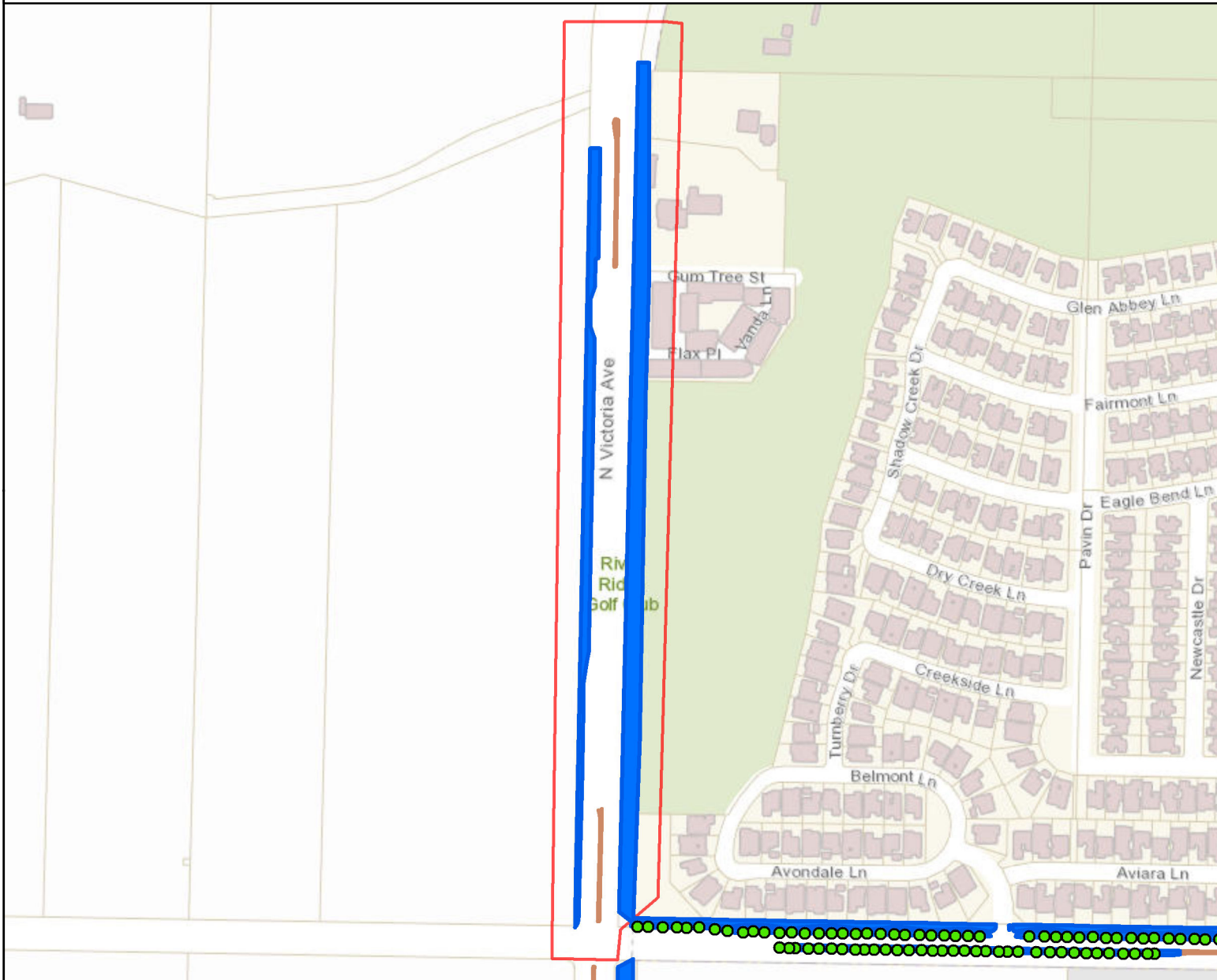
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 25 OF 33, VICTORIA 1



MAINTENANCE TOTALS

REGION 1

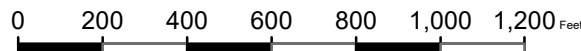
TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~165,430 SQ FT
 ~3.8 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~3,615 SQ FT
 ~0.08 ACRES

PROJECT TREES:
 0 TREES



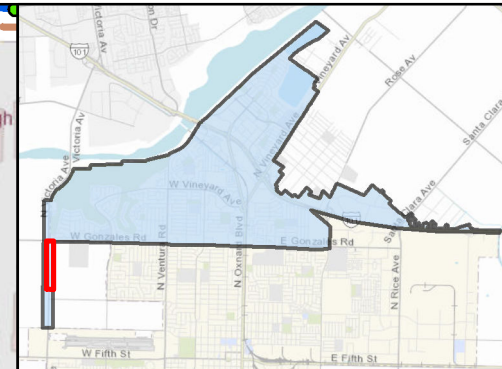
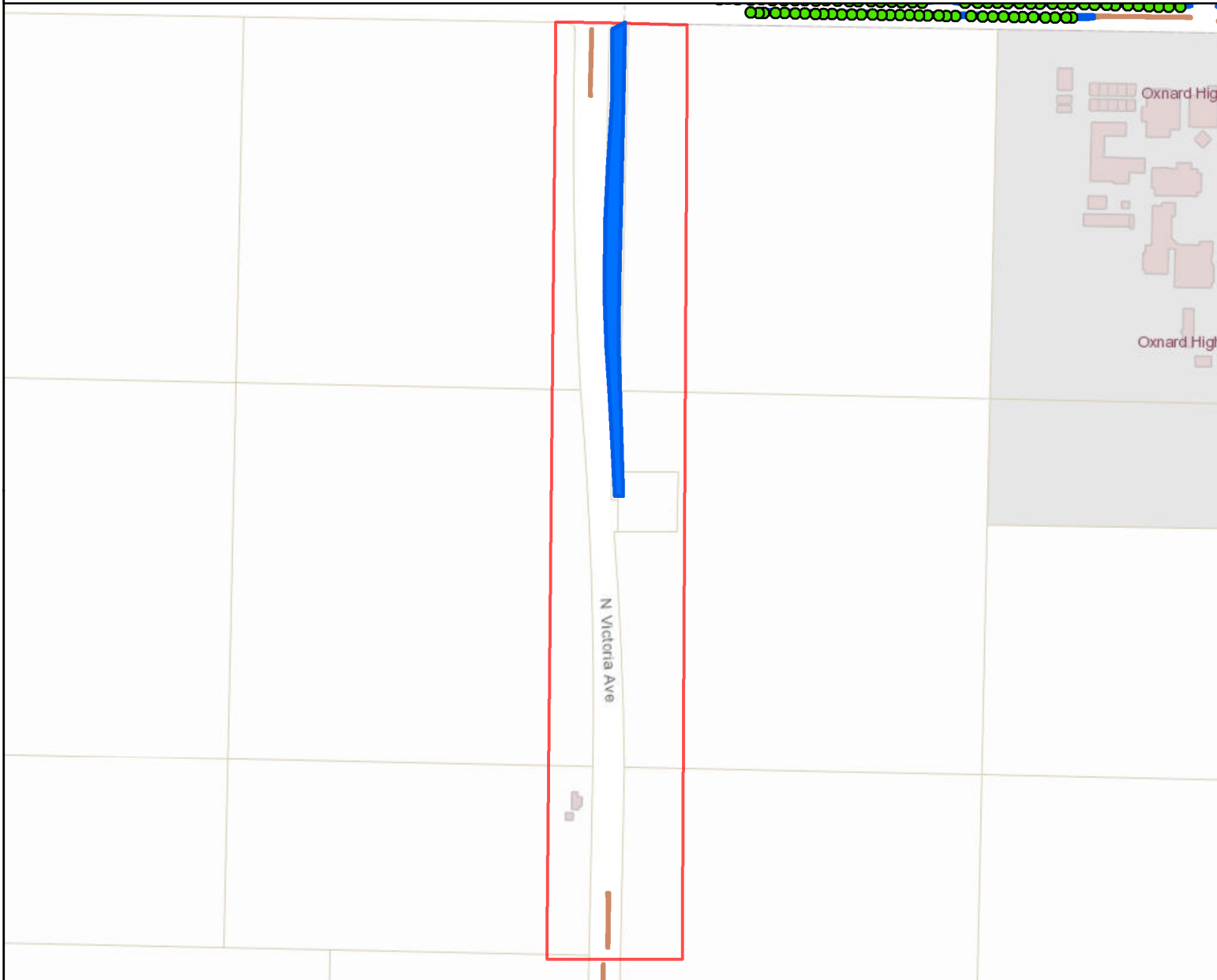
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 26 OF 33, VICTORIA 2



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~72,184 SQ FT
 ~1.66 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~1,719 SQ FT
 ~0.04 ACRES

PROJECT TREES:
 0 TREES



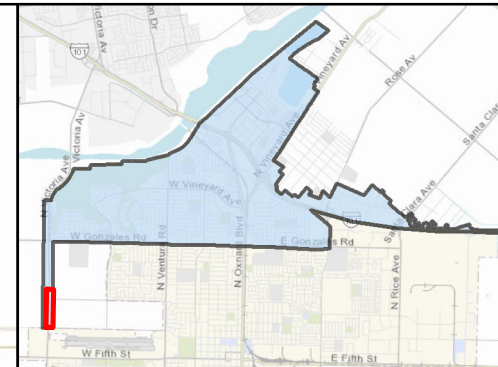
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 27 OF 33, VICTORIA 3



MAINTENANCE TOTALS

REGION 1

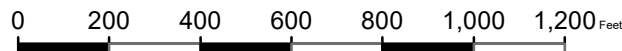
TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~8,021 SQ FT
 ~0.18 ACRES

PROJECT TREES:
 0 TREES



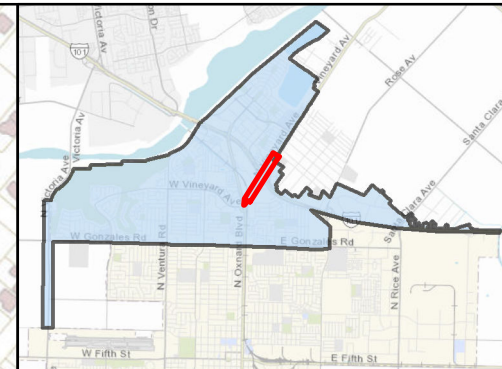
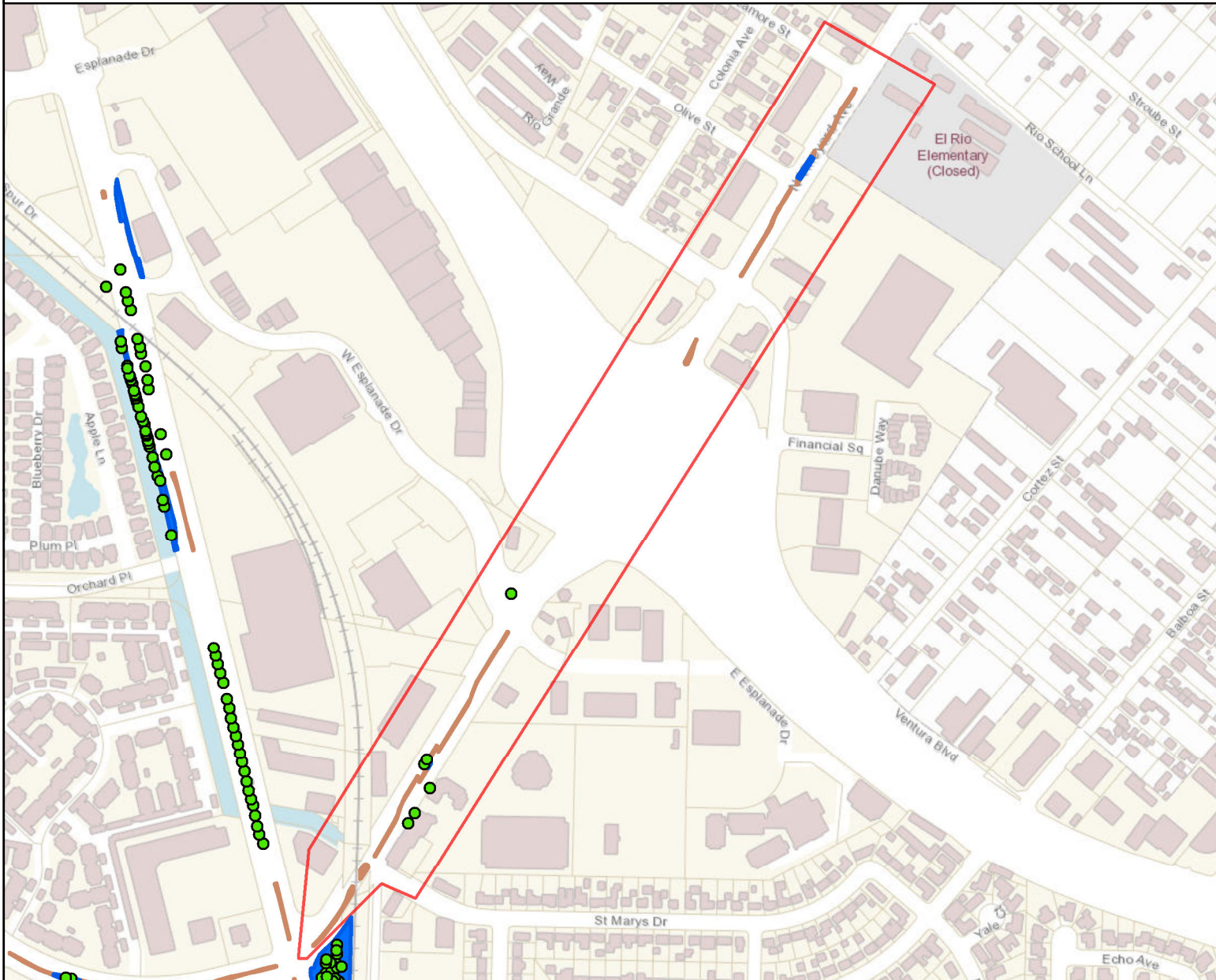
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 28 OF 33, VINEYARD 1



MAINTENANCE TOTALS

REGION 1

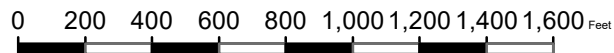
TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~1,834 SQ FT
 ~0.04 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~9,892 SQ FT
 ~0.23 ACRES

PROJECT TREES:
 6 TREES



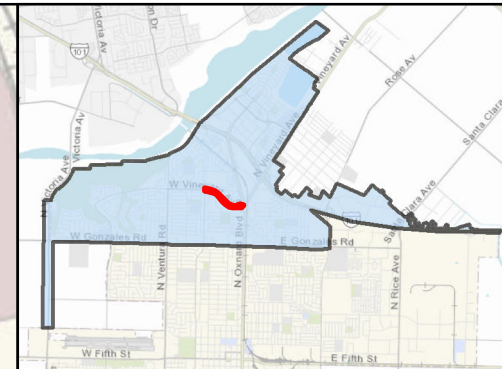
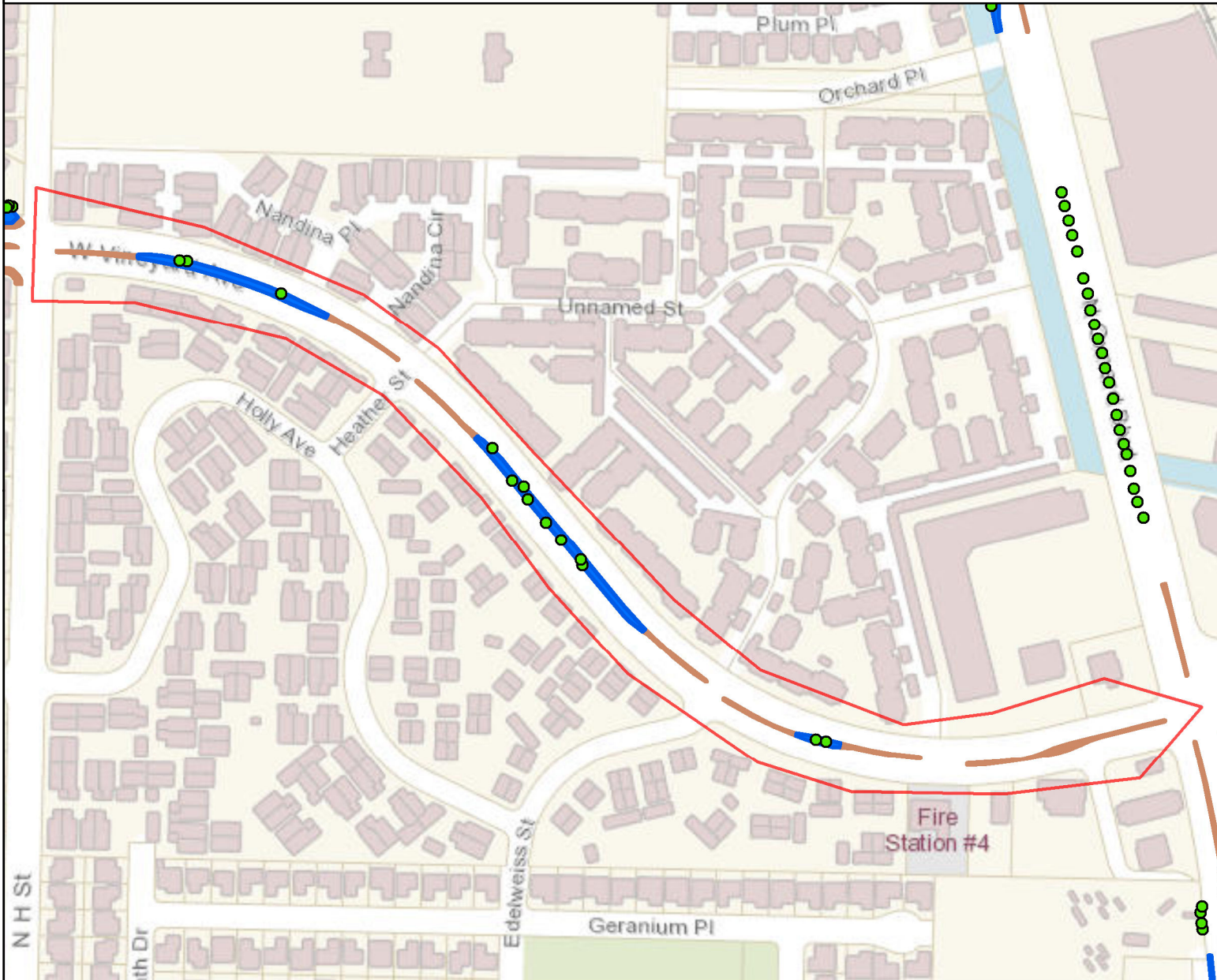
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.



Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 29 OF 33, VINEYARD 2



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~16,579 SQ FT
 ~0.38 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~7,843 SQ FT
 ~0.18 ACRES

PROJECT TREES:
 13 TREES



0 200 400 600 800 1,000 Feet

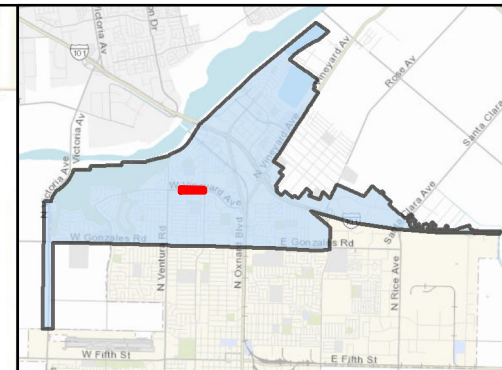
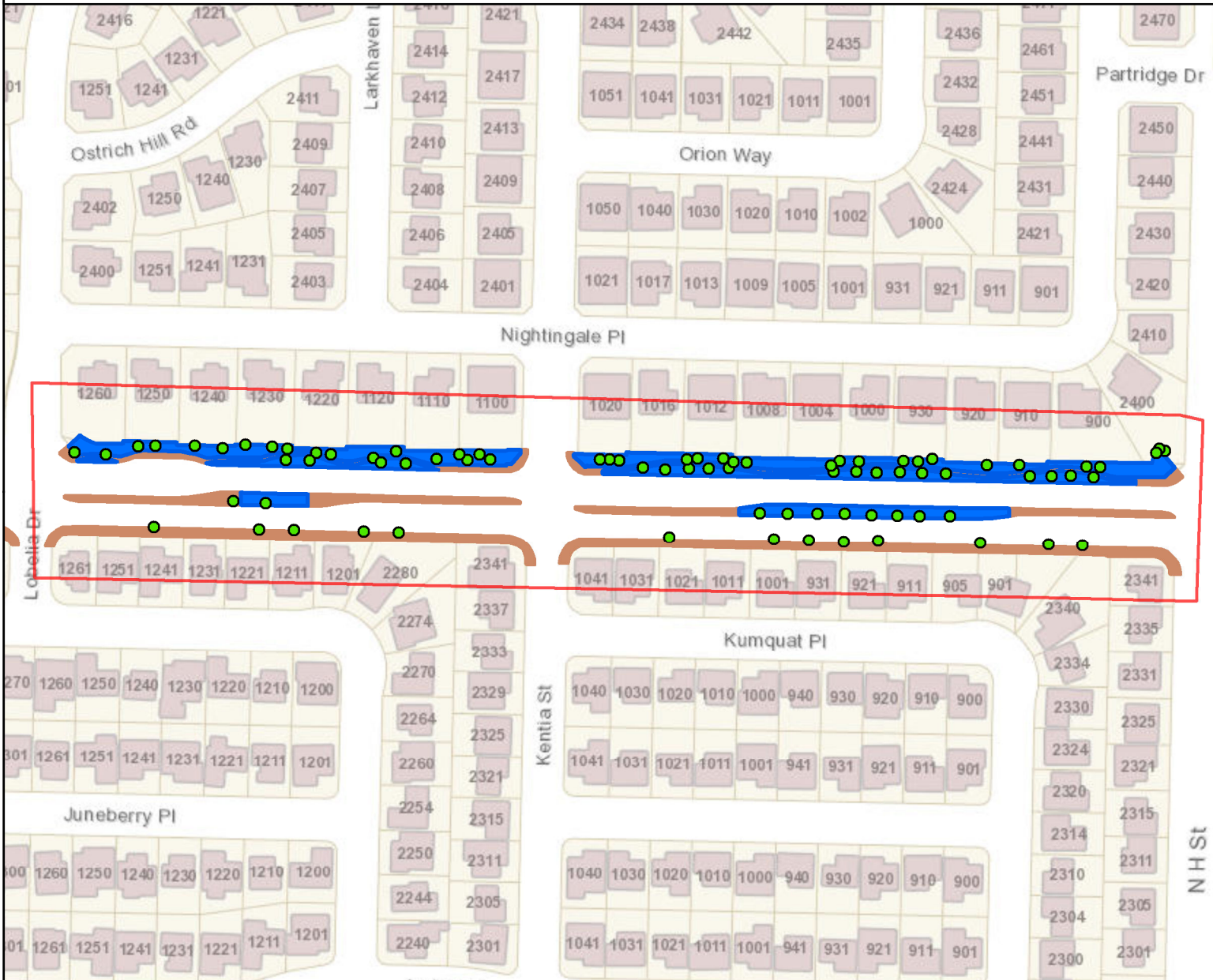
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 30 OF 33, VINEYARD 3



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~39,839 SQ FT
 ~0.91 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~33,497 SQ FT
 ~0.77 ACRES

PROJECT TREES:
 81 TREES



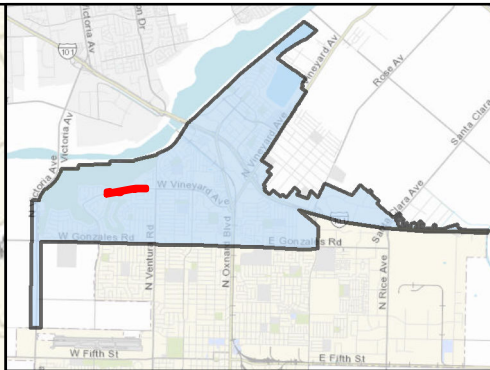
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 31 OF 33, VINEYARD 5



MAINTENANCE TOTALS

REGION 1

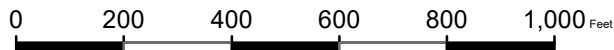
TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~70,616 SQ FT
 ~1.62 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~20,918 SQ FT
 ~0.48 ACRES

PROJECT TREES:
 114 TREES



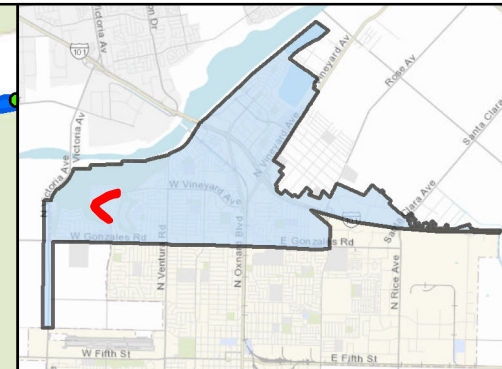
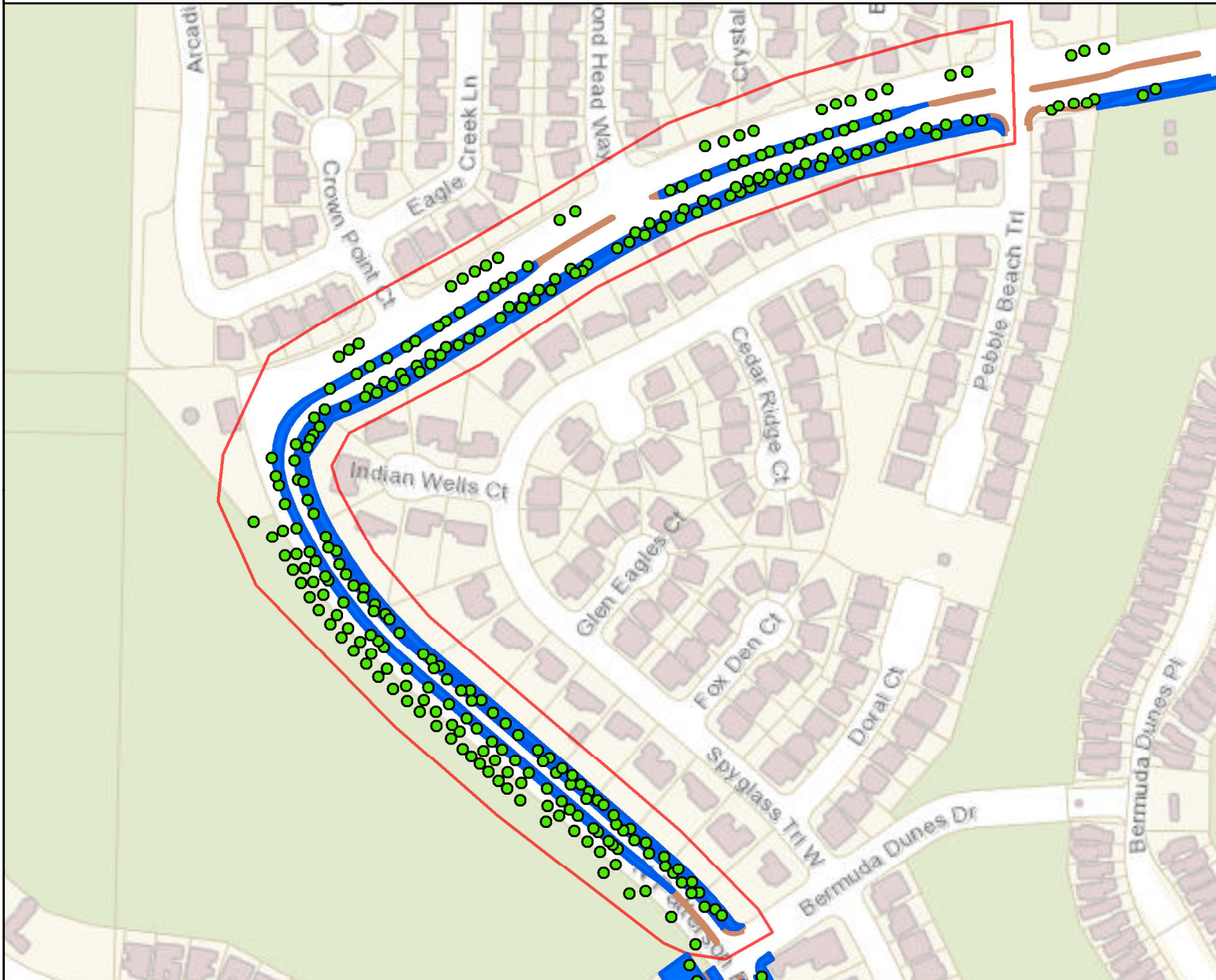
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 32 OF 33, VINEYARD 6



MAINTENANCE TOTALS

REGION 1

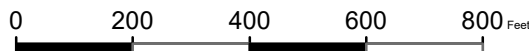
TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~111,351 SQ FT
 ~2.56 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~19,844 SQ FT
 ~0.46 ACRES

PROJECT TREES:
 270 TREES



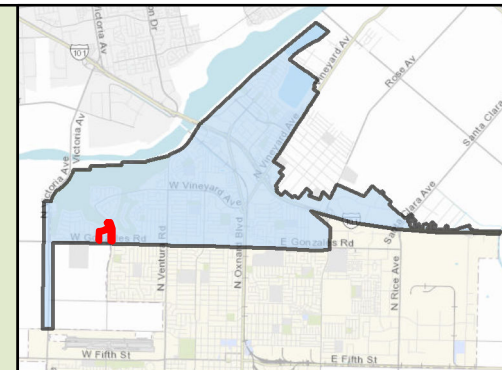
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 1 WORK DETAIL: PAGE 33 OF 33, VINEYARD 7/ THURGOOD MARSHALL



MAINTENANCE TOTALS

REGION 1

TREES: 2,149
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 33.3
 HARDSCAPE: 7.4

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~93,862 SQ FT
 ~2.15 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~11,964 SQ FT
 ~0.27 ACRES

PROJECT TREES:
 181 TREES



0 200 400 600 Feet

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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2021
- (2) Vendor: Garcia's Tree Maintenance Service, Inc
- (3) Services: Arterial Tree Pruning throughout Region 2
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein
- (5) Agreement Ending Date: June 30, 2022
- (6) Total Agreement Amount: \$182,410.00
- (7) City's Project Manager: Kevin Thompson, Parks Manager
- (8) Vendor's Project Manager: Tenley Garcia Hernandez
- (9) Insurance Coverage: INS-D
- (10) What wages are required for this Project?
☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

- (11) Addresses for Notice:

FOR VENDOR:

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

FOR CITY:

300 W. Third Street
Oxnard, CA 93030
Attn: Kevin Thompson, Parks Manager

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

Scope of Services Exhibit

Rates and Costs Exhibit

Schedule of Services Exhibit

Living Wage Policy Exhibit

Prevailing Wages Exhibit

Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

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

GARCIA’S TREE MAINTENANCE SERVICES INC.

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

 Tenley Garcia Hernandez , President² 4.27.21
 Date

 Tenley Garcia Hernandez , Secretary 4.27.21
 Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

SCOPE OF WORK, SCOPE OF SERVICES AND GENERAL REQUIREMENTS EXHIBIT

The tree pruning will be done, per the pre-designed regions, along arterial street segments (grids) that include all trees identified in the detail. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture, Pruning Standards (Best Management Practices), the ANSI A300 Standards, and City Maintenance Standards. Vendor shall be required to furnish all supervision, labor, equipment, and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned a minimum of one time by the end of the Contract period.

A. PRUNING

1. Grid Tree Pruning

As identified in the specification details, all arterial median and parkway trees in each region shall be pruned regardless of size. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. No more than 25% of the foliage is to be removed at a given time.

- (a) Vendor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- (b) Vendor shall notify residents within forty-eight (48) hours prior to work being performed.
- (c) Vendor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the Work.
- (d) Vendor shall endeavor to maintain good public relations at all times. The Work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Vendor shall be responsible for advance notification to the residents at each Work location of the intended tree operations. The Vendor shall be responsible to see that private property and vehicles at Work locations are not endangered or damaged during the course of Work.
- (e) Vendor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Vendor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of high voltage power lines. In the event that aerial utility wires present a hazard to the Vendor's personnel or others near the Work site, Work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that Work causes excavation, the City is responsible for properly marking the location and the Vendor is responsible for appropriate notification of Underground Service Alert (USA).
- (f) No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for

removals and inaccessible Palms when needed.

(g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

(h) Topping shall not be done unless specifically requested by the City.

(j) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

(k) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.

(l) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

(m) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

(n) Heading cuts and/or topping will not be allowed without City approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

(o) Tree Pruning by Grid on the Bid sheet is priced per tree and is based on tree pruning in pre-designated regions or grids that includes all trees (small, medium and large sized).

2. Pruning for Clearance

As directed by City staff, tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City staff and conform to the following:

(a) The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

(b) Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their

point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

(c) When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms in a manner selected by the Vendor and approved by the City staff and in accordance with the following:

(a) The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City Project Manager. The Vendor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City palm trees.

(b) Palm Skinning is not included in this scope of service. Any requested palm skinning will be performed for an additional cost of time and material with prior approval from authorized City personnel.

B. WORK QUALITY

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Vendor shall also meet the requirements of the current American National Standards, Z133, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute., Inc., 1430 Broadway, New York, New York 10018.

The City Project Manager shall determine if the Vendor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Vendor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

C. SCHEDULE

Prior to beginning the work, the Vendor shall review with the City Project Manager the various methods, tools, and work scheduling to be used on the project.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M., depending on City ordinances. Work will not be performed adjacent to residential housing before 8 a.m.

All debris resulting from tree pruning operations shall be removed from the Work site on a daily basis.

D. CLEAN UP

Vendor shall clean all job sites when Work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled Work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris, or equipment be left on the street overnight.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City staff or authorized representative shall be the sole judge as to the adequacy of the cleanup.

E. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Vendor's operations under this Contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report:

Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the City on a monthly basis.

2. Wood Chips:

(a) Chips generated from pruning operations within the City may first be dumped at a City designated site.

(b) At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.

3. Milling (additional service & cost):

At the direction of the City, large tree trunks, which meet proper specifications, may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

F. PAYMENT

Vendor shall only invoice for time spent at the locations of service and work that has been completed.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

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

G. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. Additional Work may be added to the Contract Work as the need arises. The Vendor shall perform all specified and approved additional Work at the unit prices submitted with this bid proposal.
2. The Vendor must be willing to provide a competitive price for additional Work that may be added to the Contract. Vendor will be required to demonstrate the ability to properly execute the expanded Workload with the necessary increase in labor, materials and equipment needed to complete the additional Work in a timely manner.

H. GENERAL REQUIREMENTS

1. Workforce

Contractor shall designate a qualified representative with experience in arboriculture 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.

2. Licenses, Permits and Certifications

(a) Vendor shall maintain a State Tree Service Vendor's license (D-49). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments.

(b) Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

3. Property Damage

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.

I. Traffic Control

The Vendor shall maintain the following requirements:

- A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.
- B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

- C. Traffic control plans must conform to the SSS and to the MUTCD.
- D. Working hours shall be from 8:30 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.
- E. No lane closure beyond the Work areas.

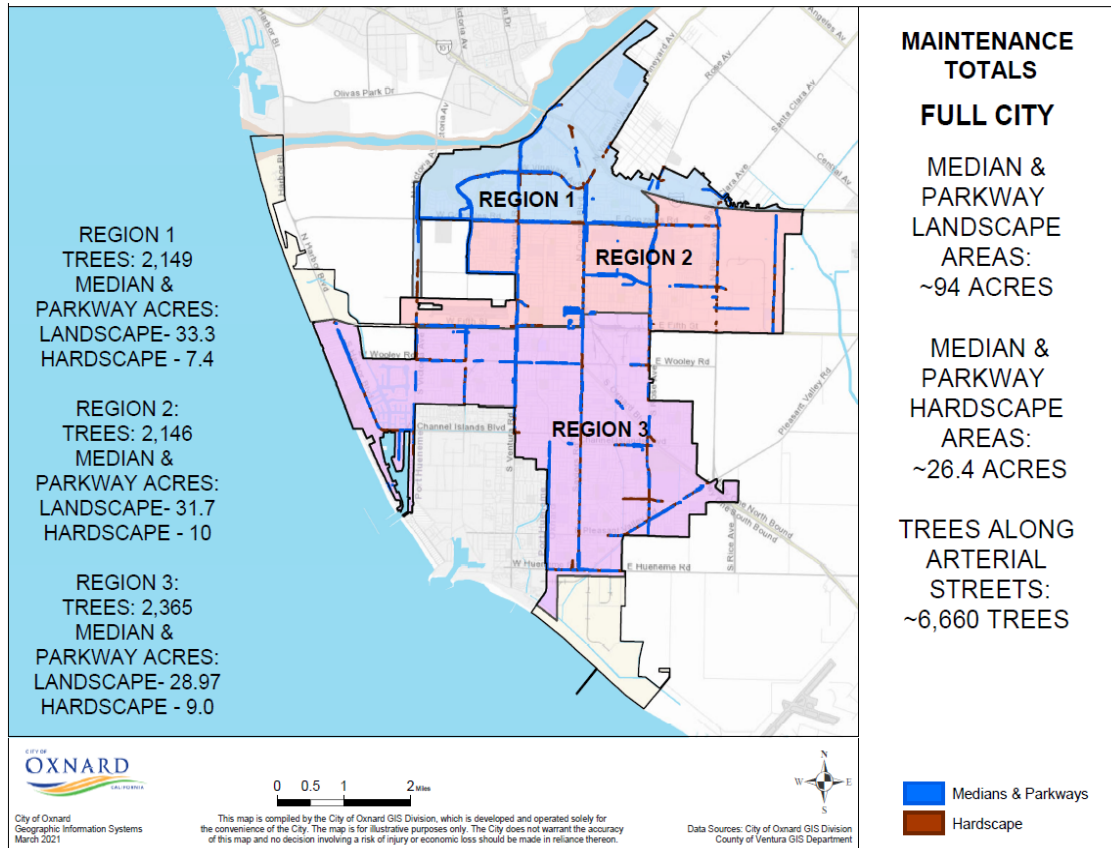
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

The Vendor(s) shall provide pruning services for all trees within the City's arterial medians and parkways.

	Total Cost
Region 2	\$182,410.00
Hourly Rate for as-needed tasks	\$ 150 /hour
Material mark up rate for as-needed tasks	10%



SCHEDULE OF SERVICES EXHIBIT

The period of performance anticipated for this solicitation and shall be for 1 year, from July 1, 2021- June 30, 2021 or effective upon signature of an Agreement by both parties, unless terminated earlier. Extension of this agreement shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

The intention of this solicitation is to have pruning services being conducted in all three regions simultaneously, and to have all trees located within the regions to be serviced within the first six months of the agreement. Work may be extended out past six months, but may not exceed 12 months based on uncontrollable delays, such as weather, with the approval of the City.

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.

4/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A****SPECIFY COMPANY NAMES IN THIS SPACE**COMPANY
LETTER **B****COVERAGES**

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

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

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

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

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

AUTHORIZED REPRESENTATIVE

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

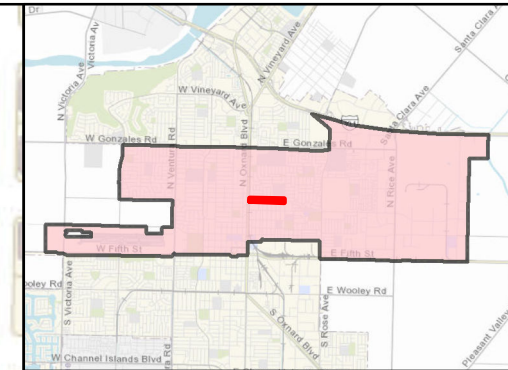
Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

REGION 2 WORK DETAIL: PAGE 1 OF 49, CAMINO DEL SOL 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

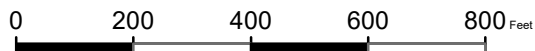
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 ~2.45 ACRES

MEDIAN & PARKWAY
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 ~0.44 ACRES

PROJECT TREES:
 252 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



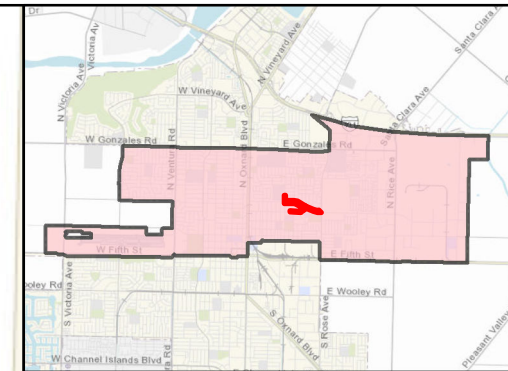
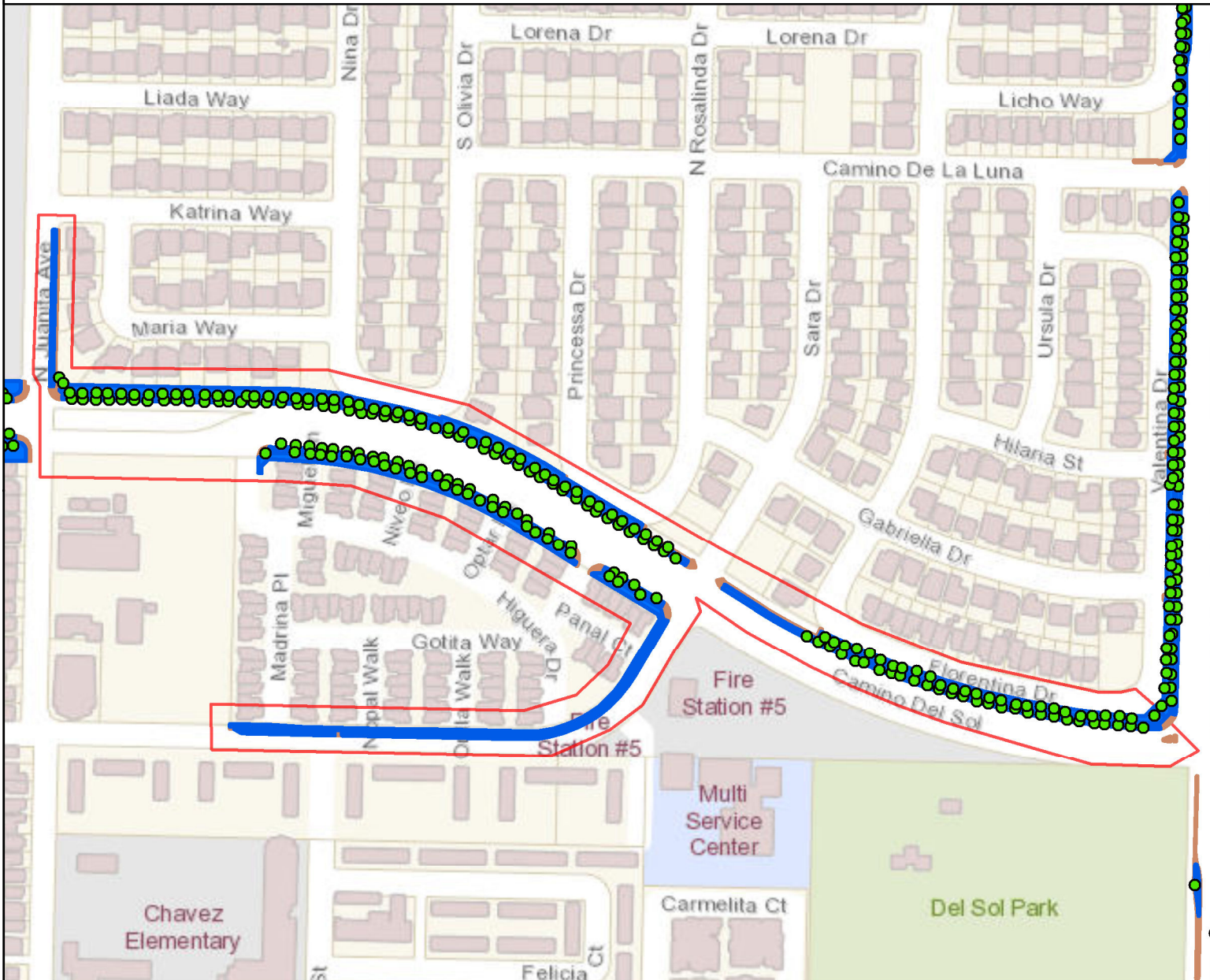
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.



Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 2 OF 49, CAMINO DEL SOL 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

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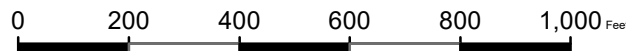
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 ~2.34 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~29,362 SQ FT
 ~0.67 ACRES

PROJECT TREES:
 206 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



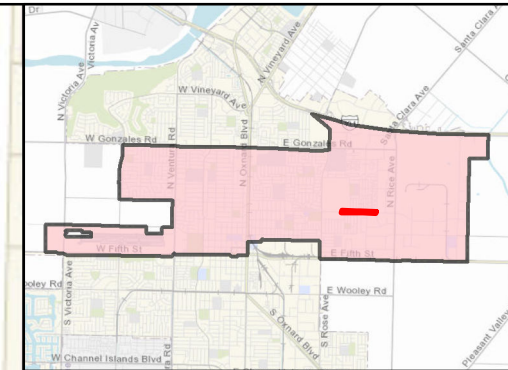
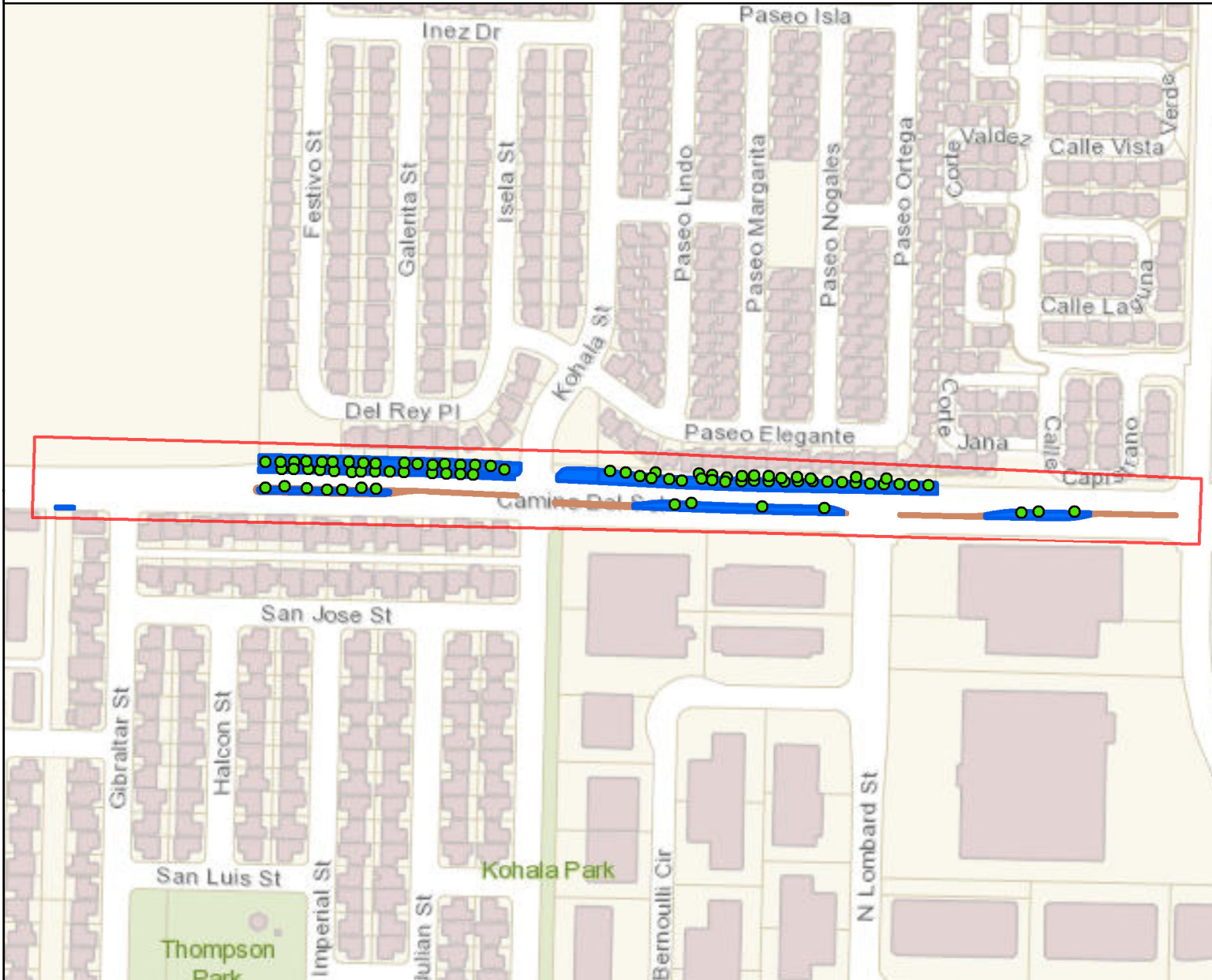
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.



Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 3 OF 49, CAMINO DEL SOL 3



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~49,259 SQ FT
 ~1.13 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~5,190 SQ FT
 ~0.12 ACRES

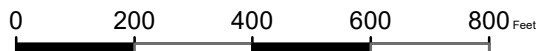
PROJECT TREES:
 80 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

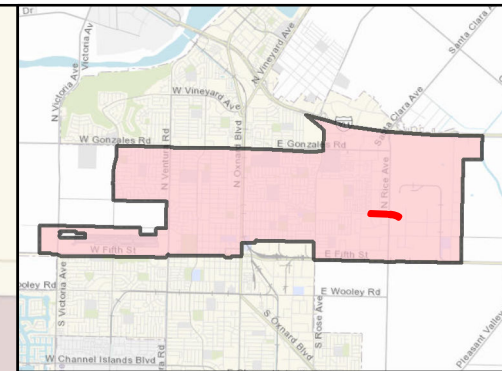
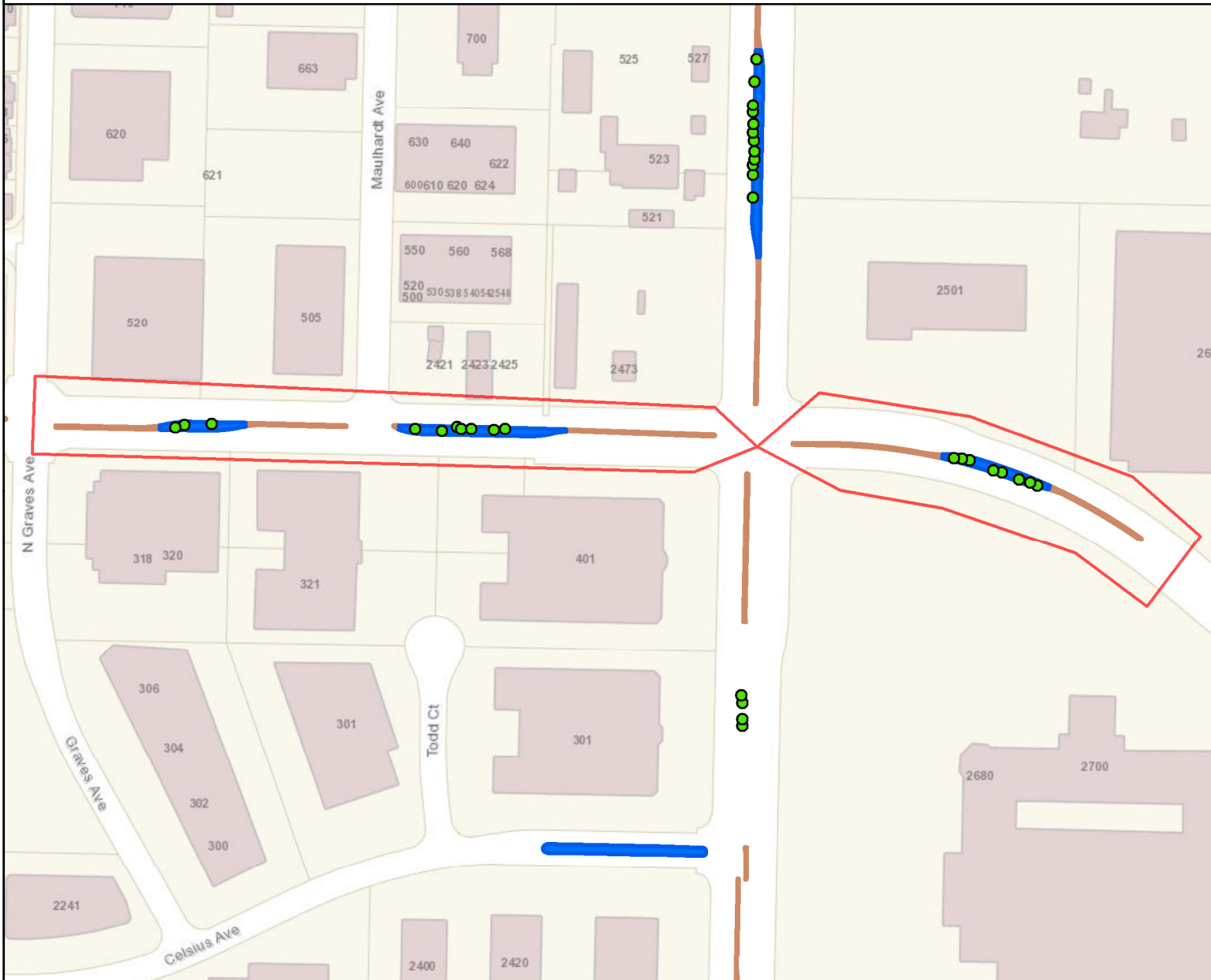
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 4 OF 49, CAMINO DEL SOL 4



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~9,369 SQ FT
 ~0.22 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~4,736 SQ FT
 ~0.11 ACRES

PROJECT TREES:
 18 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 400 600 800 Feet

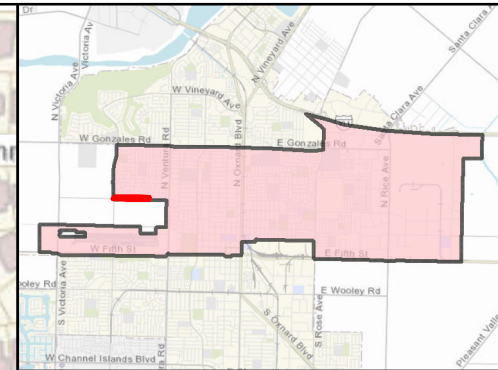
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.



Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 5 OF 49, DORIS AVE 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

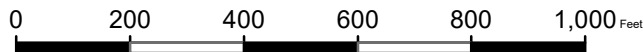
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~55,788 SQ FT
 ~1.28 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~13,920 SQ FT
 ~0.32 ACRES

PROJECT TREES:
 78 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



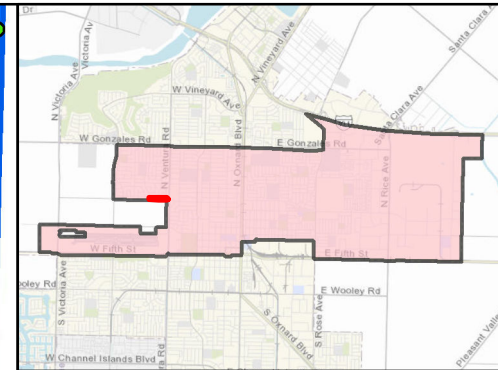
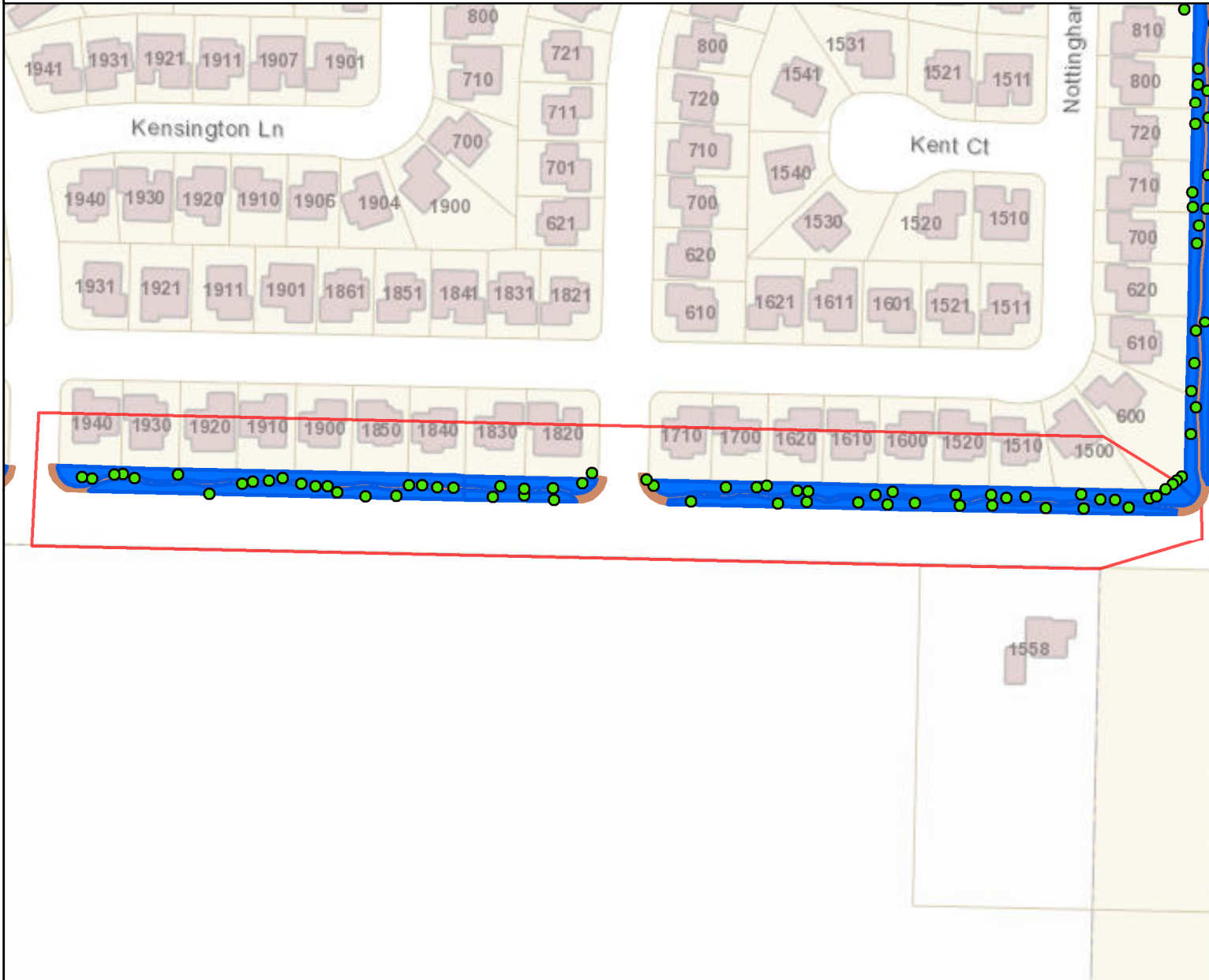
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 6 OF 49, DORIS AVE 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~29,077 SQ FT
 ~0.67 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~7,759 SQ FT
 ~0.18 ACRES

PROJECT TREES:
 60 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



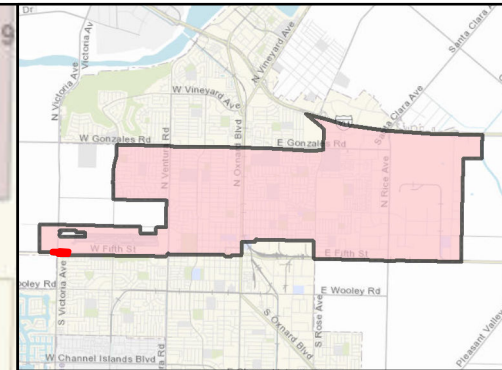
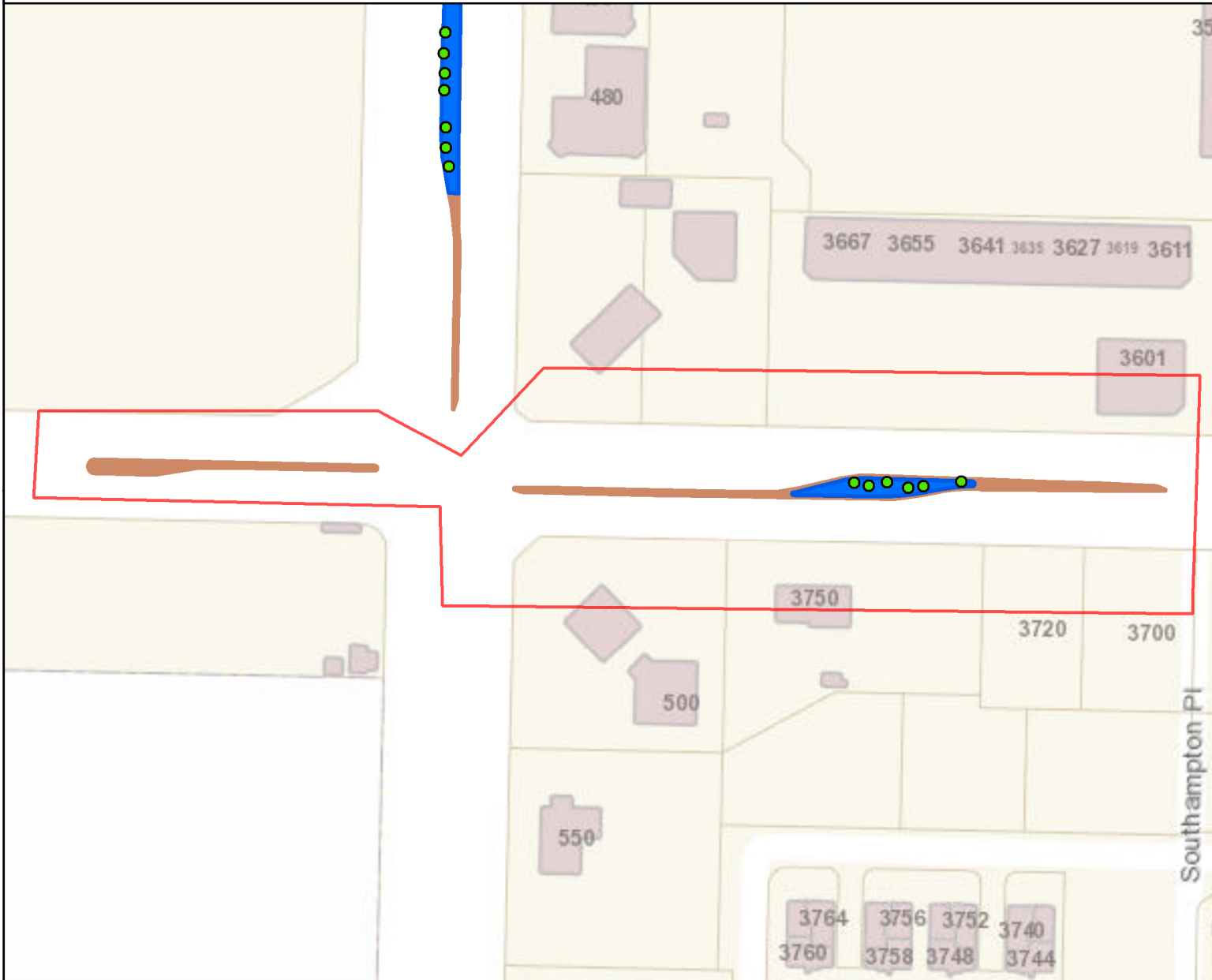
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 7 OF 49, FIFTH ST 01



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~2,305 SQ FT
 ~0.05 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~6,427 SQ FT
 ~0.15 ACRES

PROJECT TREES:
 6 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 400 Feet

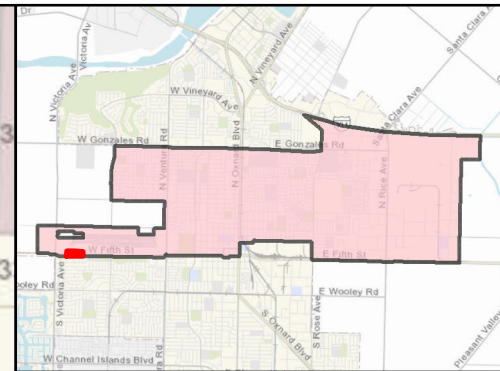
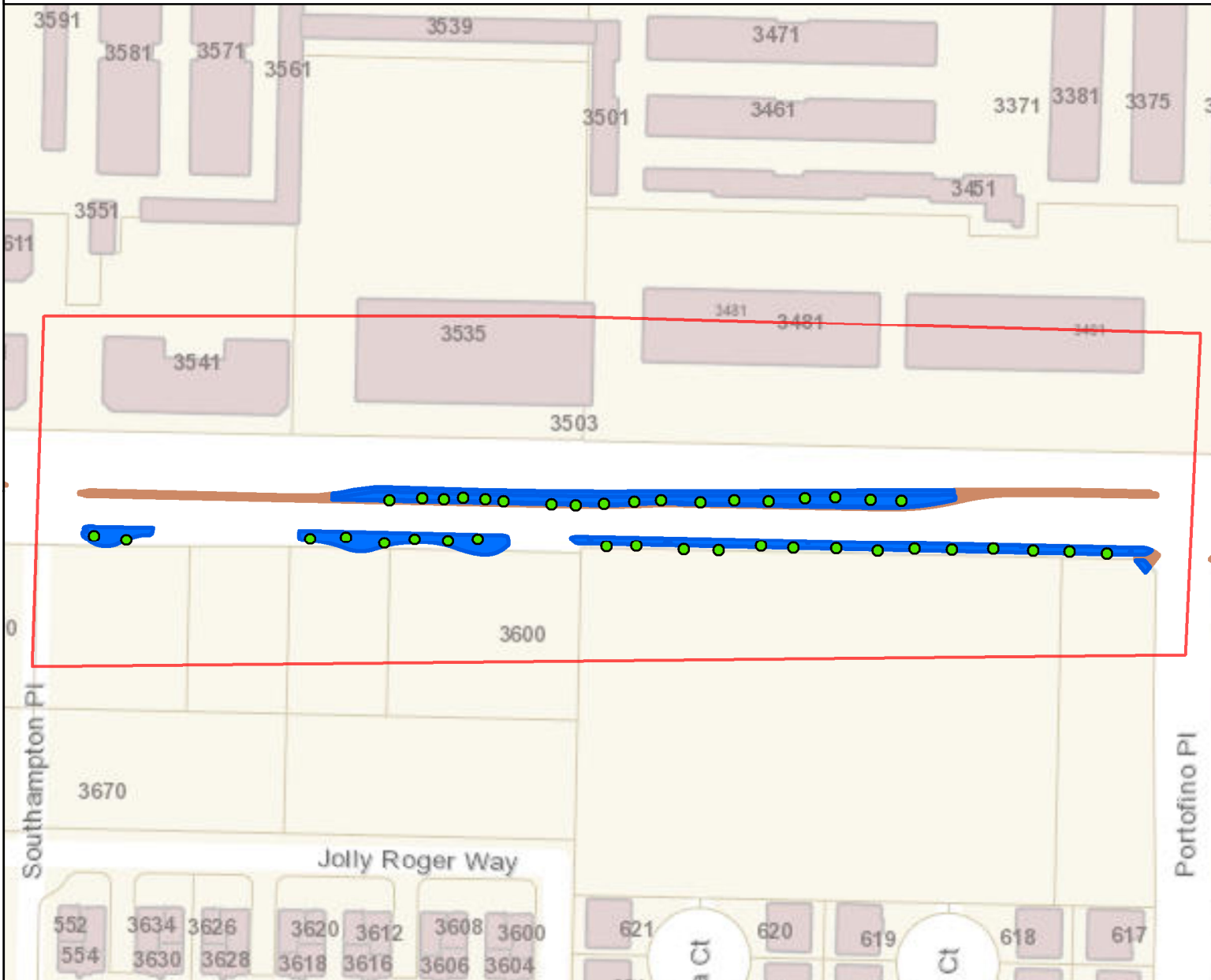
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 8 OF 49, FIFTH ST 02



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~23,085 SQ FT
 ~0.53 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~7,832 SQ FT
 ~0.18 ACRES

PROJECT TREES:
 40 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 400 Feet

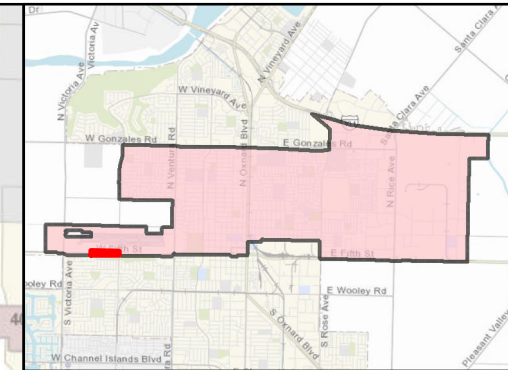
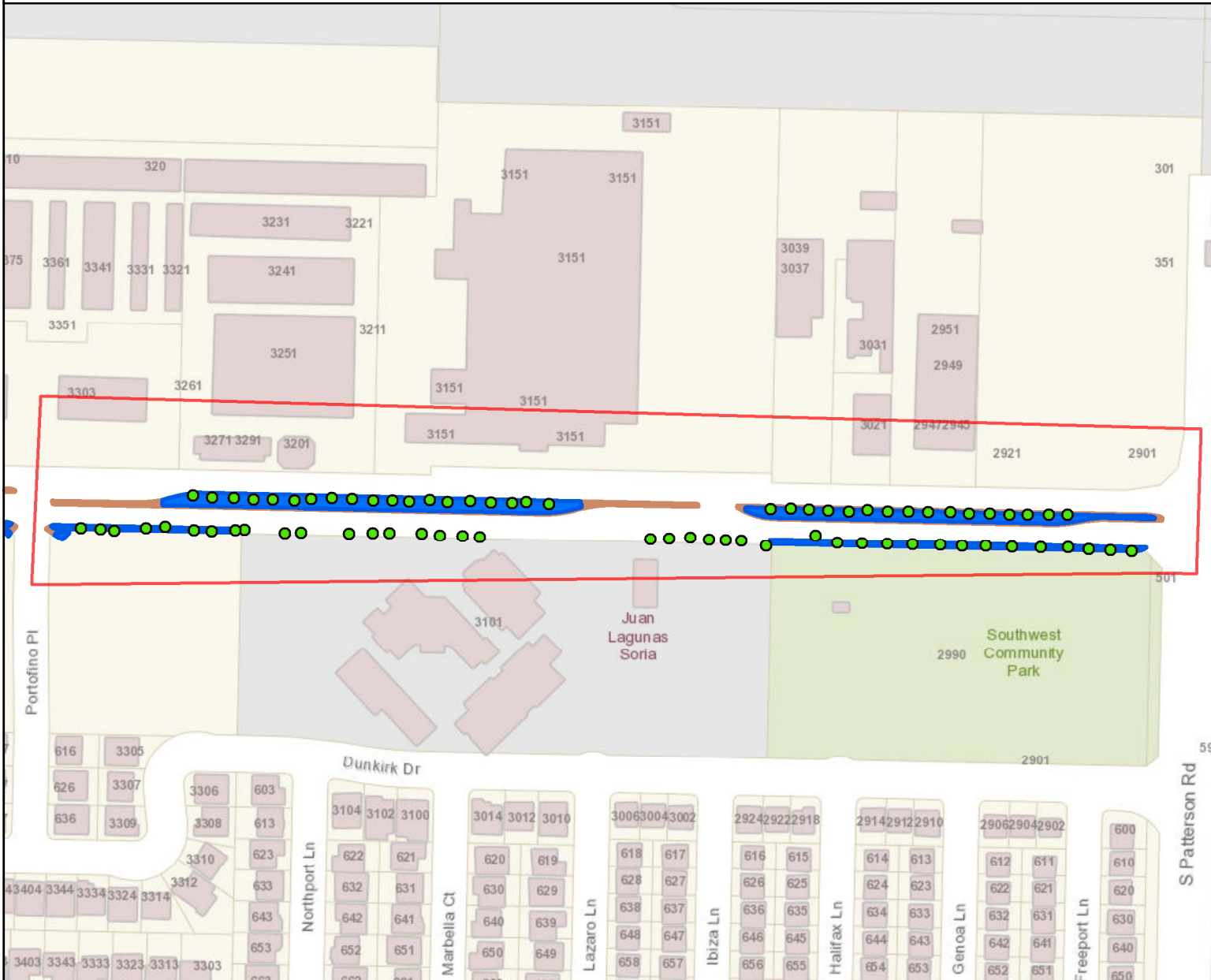
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 9 OF 49, FIFTH ST 03



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

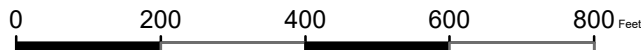
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~46,458 SQ FT
 ~1.07 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~12,370 SQ FT
 ~0.28 ACRES

PROJECT TREES:
 74 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



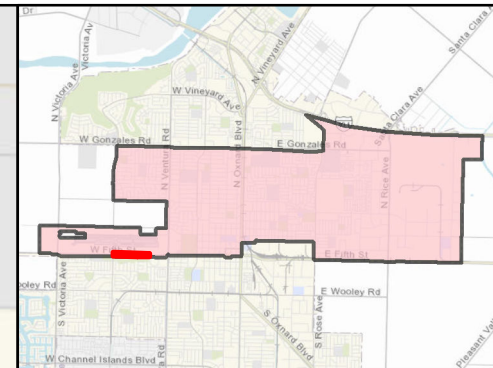
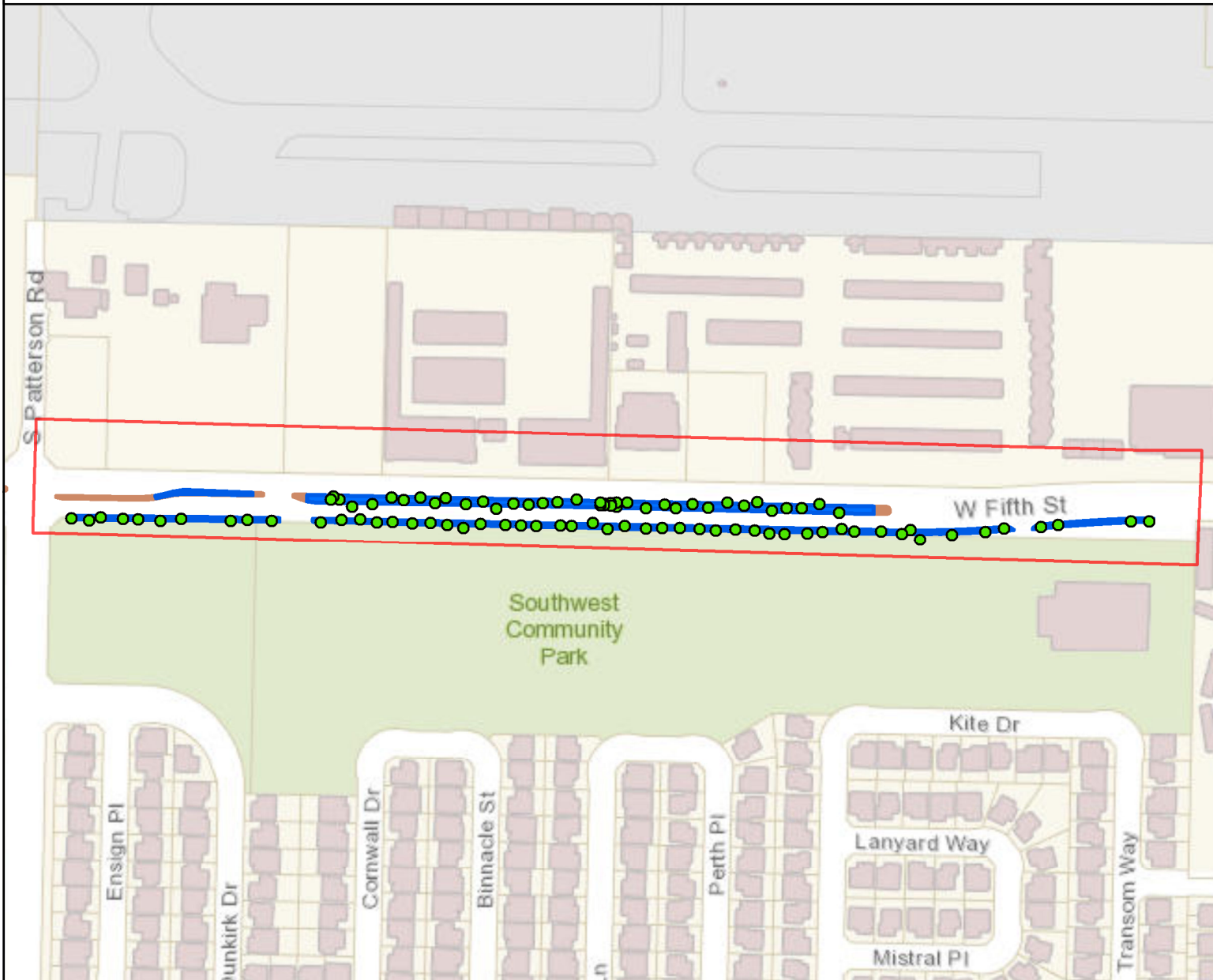
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 10 OF 49, FIFTH ST 04



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~40,677 SQ FT
 ~0.93 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~4,163 SQ FT
 ~0.1 ACRES

PROJECT TREES:
 92 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



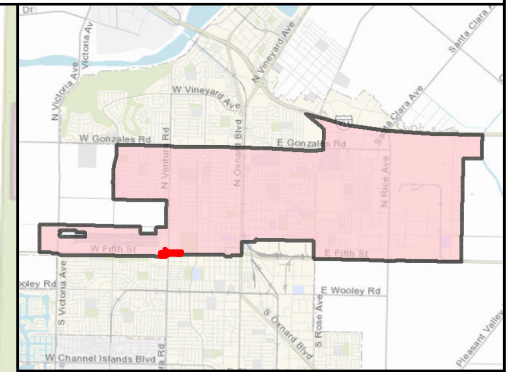
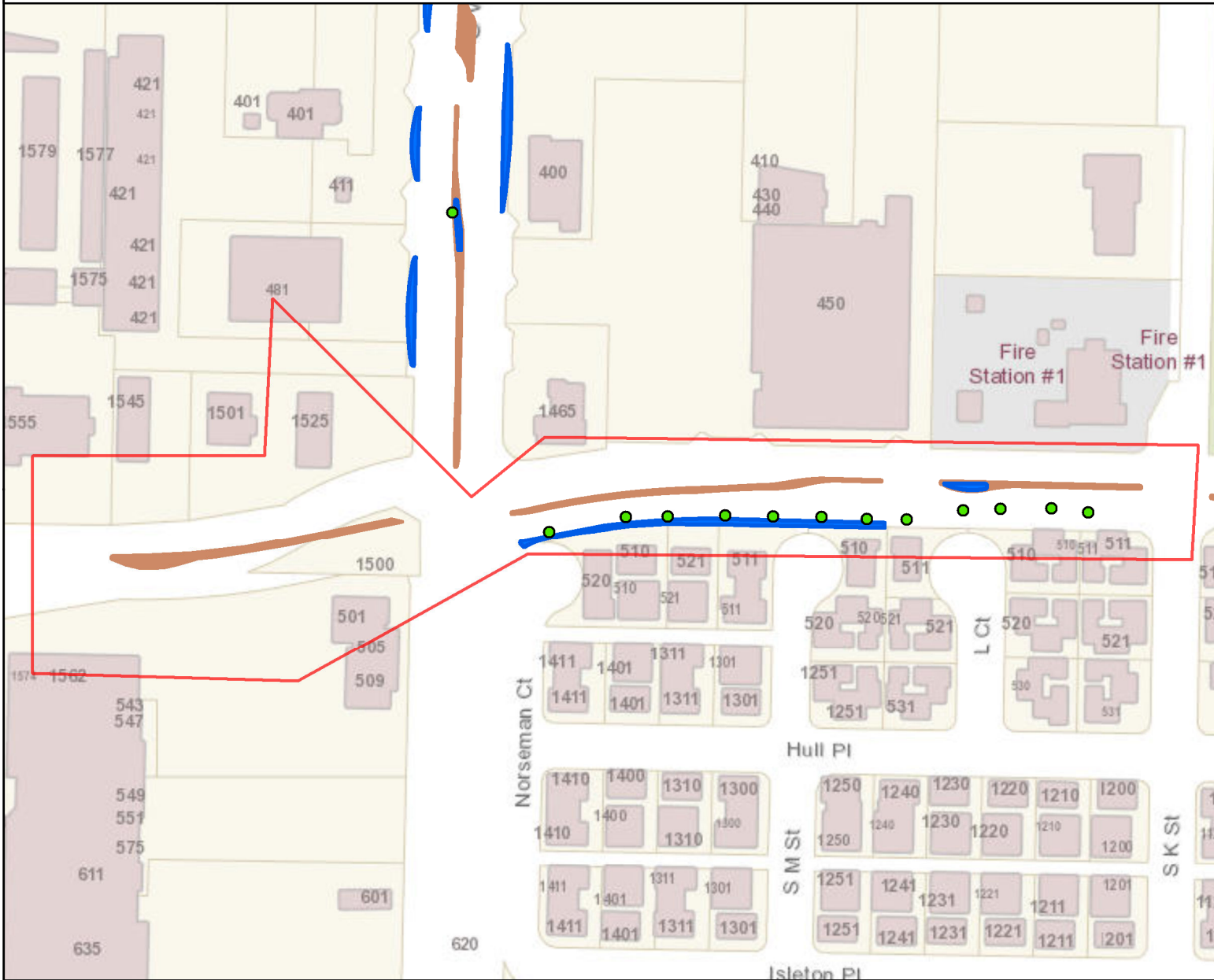
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 11 OF 49, FIFTH ST 05



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~3,129 SQ FT
 ~0.07 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~6,162 SQ FT
 ~0.14 ACRES

PROJECT TREES:
 12 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



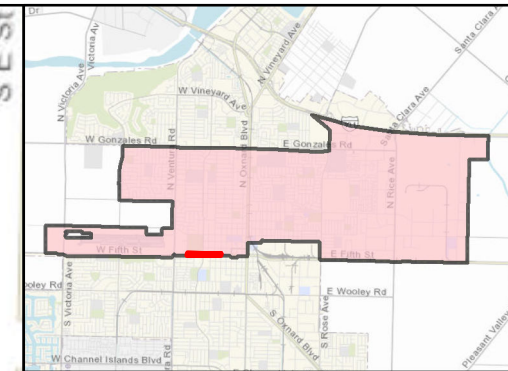
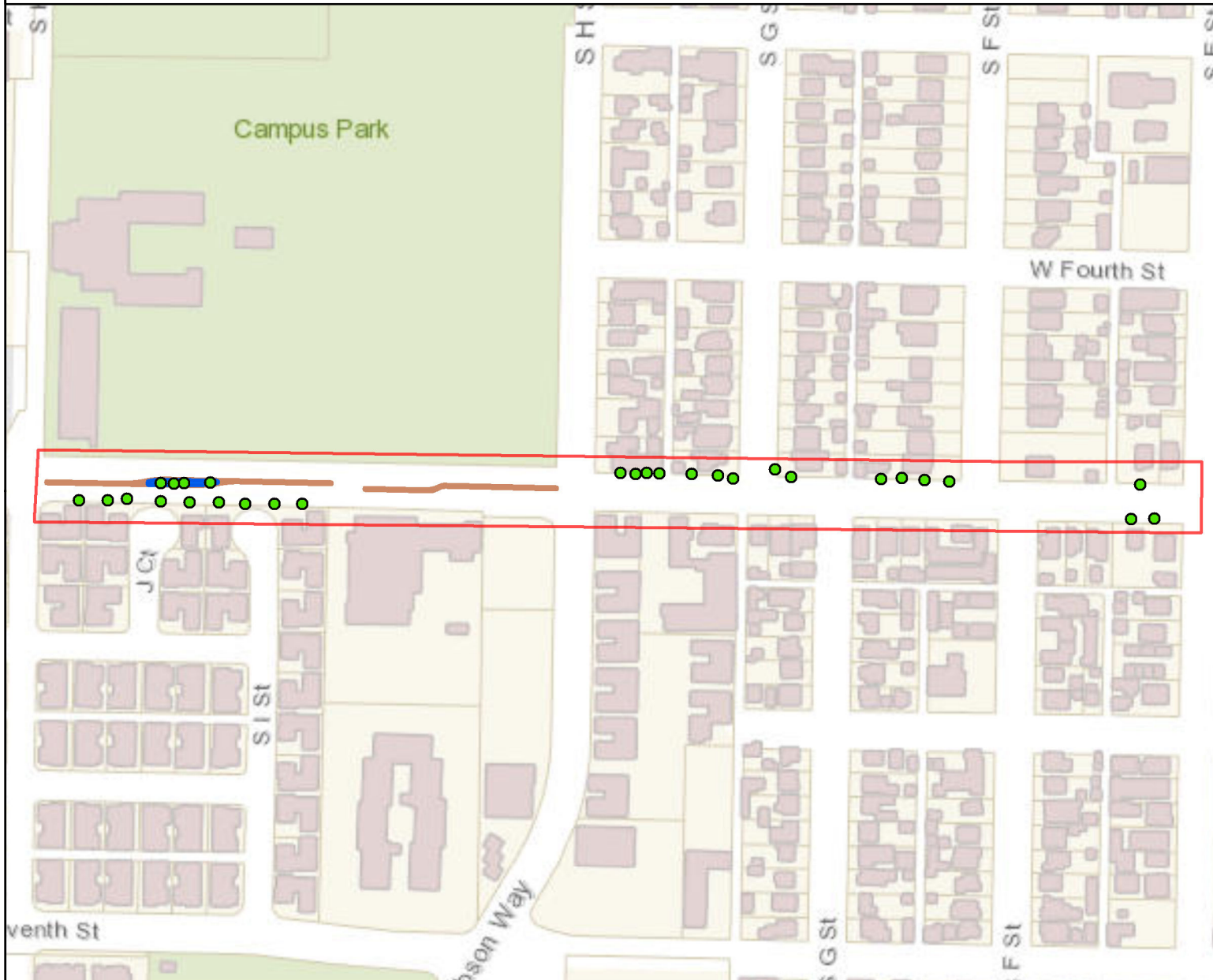
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 12 OF 49, FIFTH ST 06



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~1,319 SQ FT
 ~0.03 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~4,195 SQ FT
 ~0.1 ACRES

PROJECT TREES:
 29 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 400 600 800 Feet

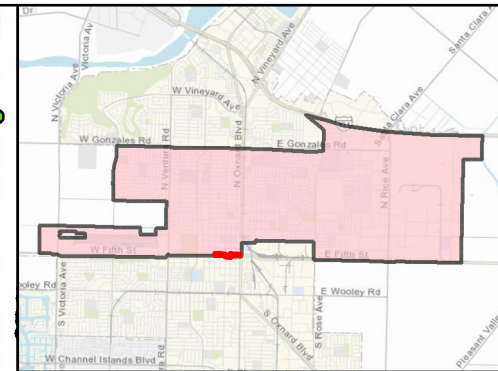
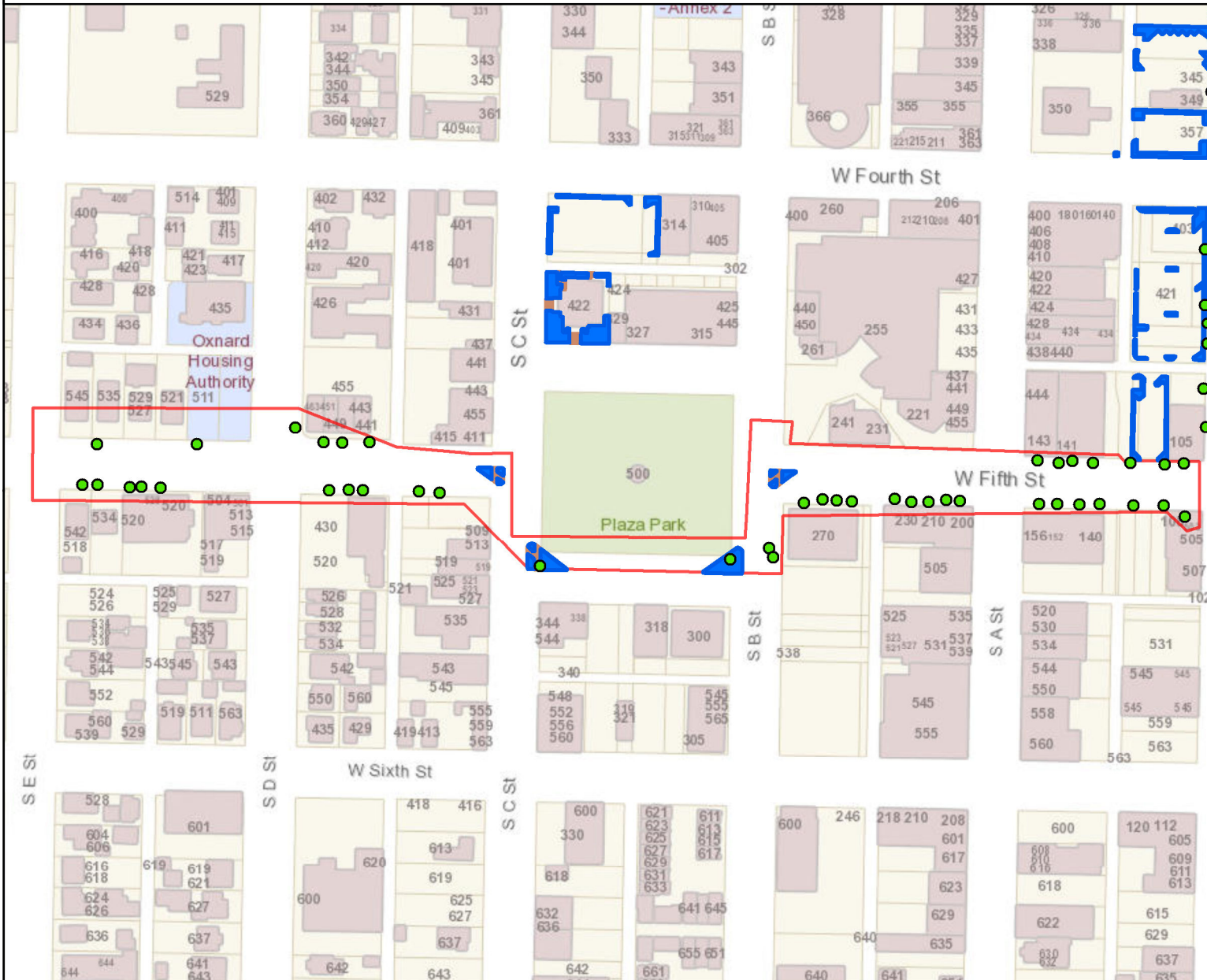
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 13 OF 49, FIFTH ST 07



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~3,237 SQ FT
 ~0.07 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~1,047 SQ FT
 ~0.02 ACRES

PROJECT TREES:
 43 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

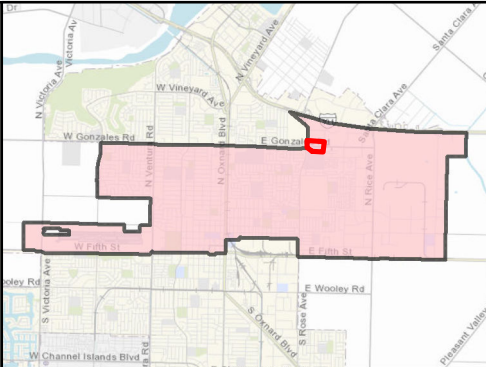
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkway
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 14 OF 49, GONZALES 1



**MAINTENANCE
TOTALS**

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

**WORK EXTENT
THIS PAGE**

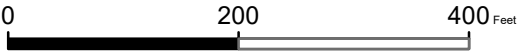
MEDIAN & PARKWAY
LANDSCAPE AREAS:
~2,718 SQ FT
~0.06 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

PROJECT TREES:
29 TREES



City of Oxnard
Geographic Information Systems
March 2021



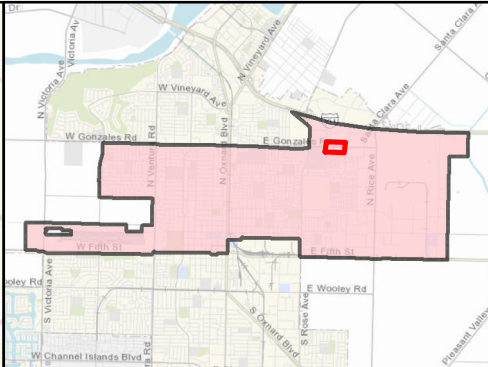
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 15 OF 49, GONZALES 2



MAINTENANCE
TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT
THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~8,338 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~5,587 SQ FT
~0.13 ACRES

PROJECT TREES:
27 TREES



City of Oxnard
Geographic Information Systems
March 2021

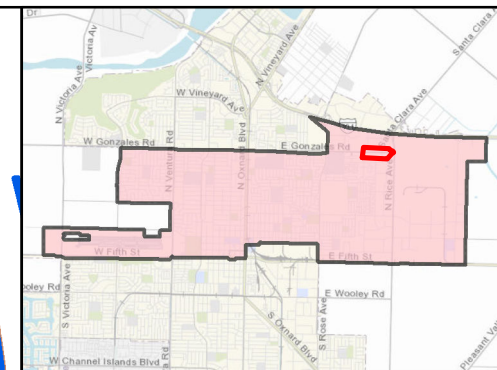
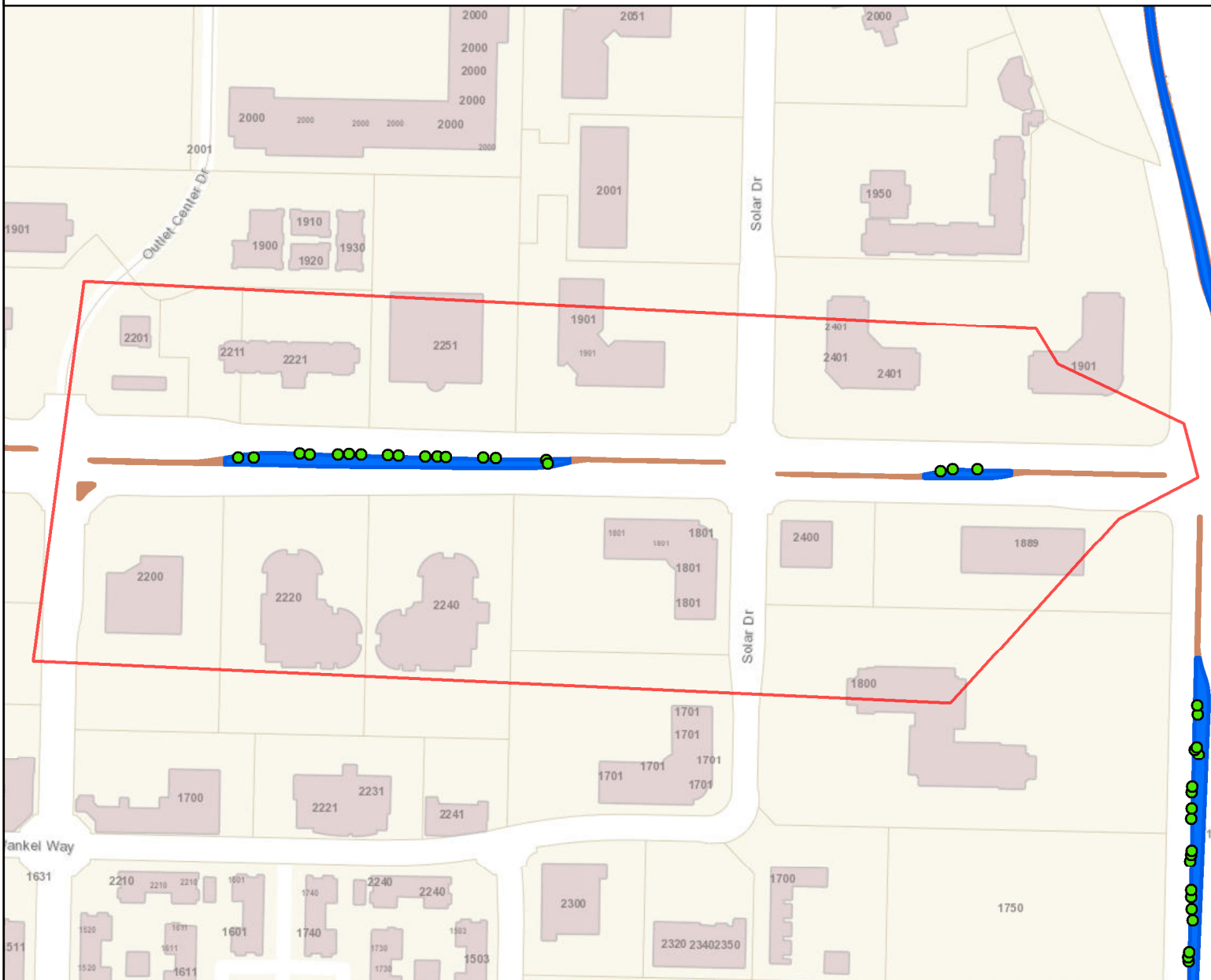
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 16 OF 49, GONZALES 3



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

**WORK EXTENT
THIS PAGE**

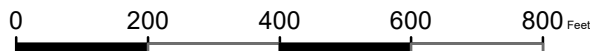
**MEDIAN & PARKWAY
LANDSCAPE AREAS:
~15,135 SQ FT
~0.35 ACRES**

MEDIAN & PARKWAY:
HARDSCAPE AREAS:
~4,467 SQ FT
~0.1 ACRES

PROJECT TREES:
19 TREES



City of Oxnard
Geographic Information Systems
March 2021



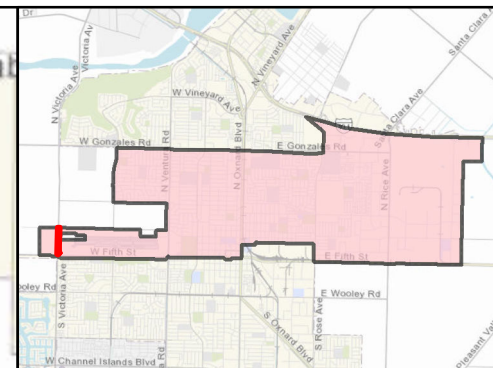
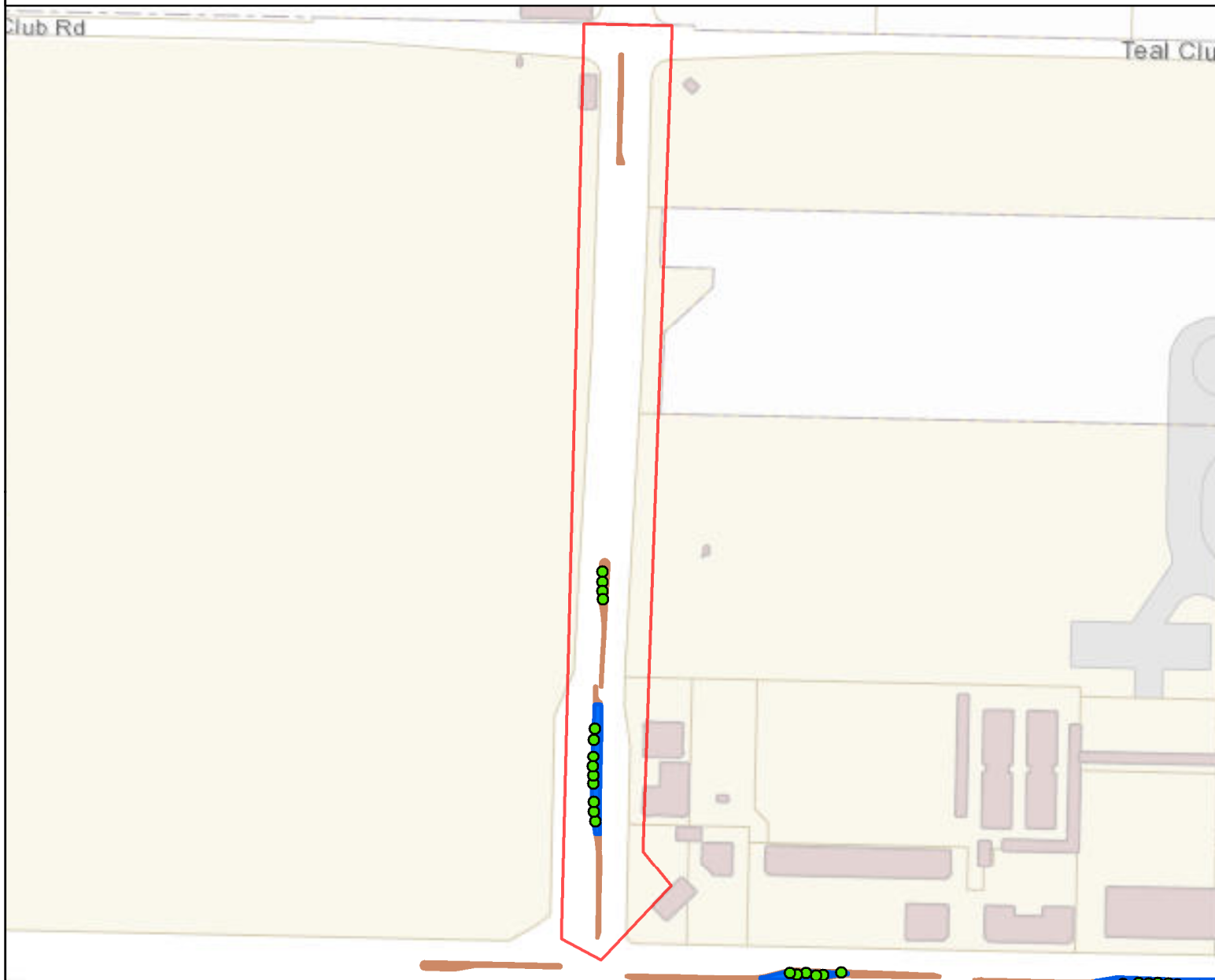
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 17 OF 49, N VICTORIA



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

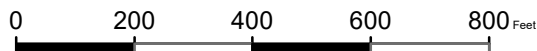
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~4,639 SQ FT
 ~0.11 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~3,286 SQ FT
 ~0.08 ACRES

PROJECT TREES:
 13 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



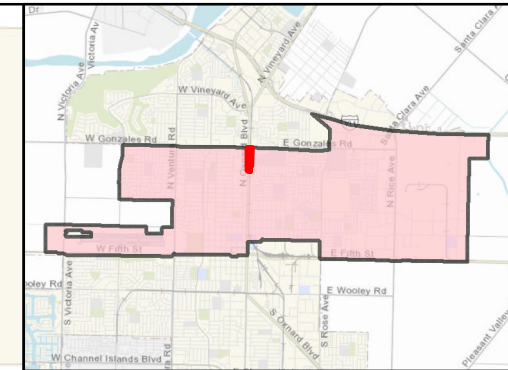
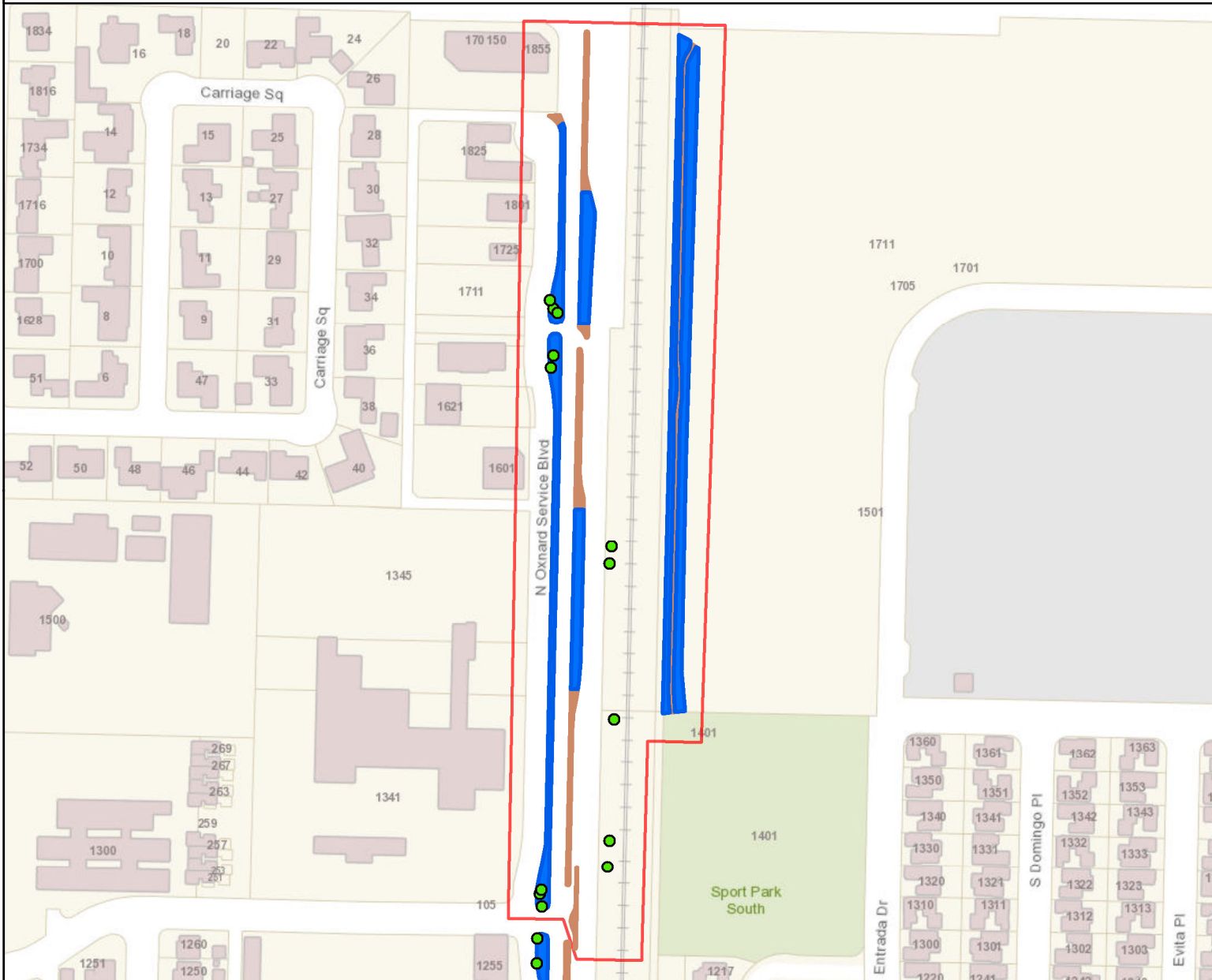
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 18 OF 49, OXNARD BLVD 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

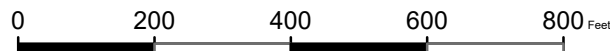
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~55,985 SQ FT
 ~1.29 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~20,416 SQ FT
 ~0.47 ACRES

PROJECT TREES:
 13 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



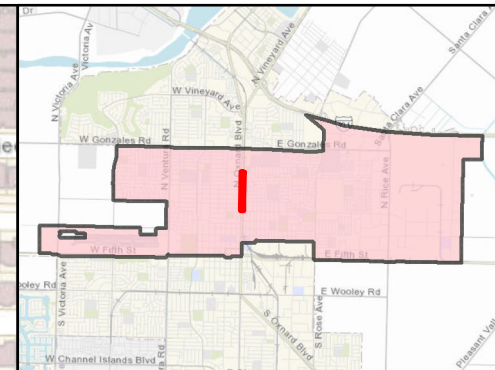
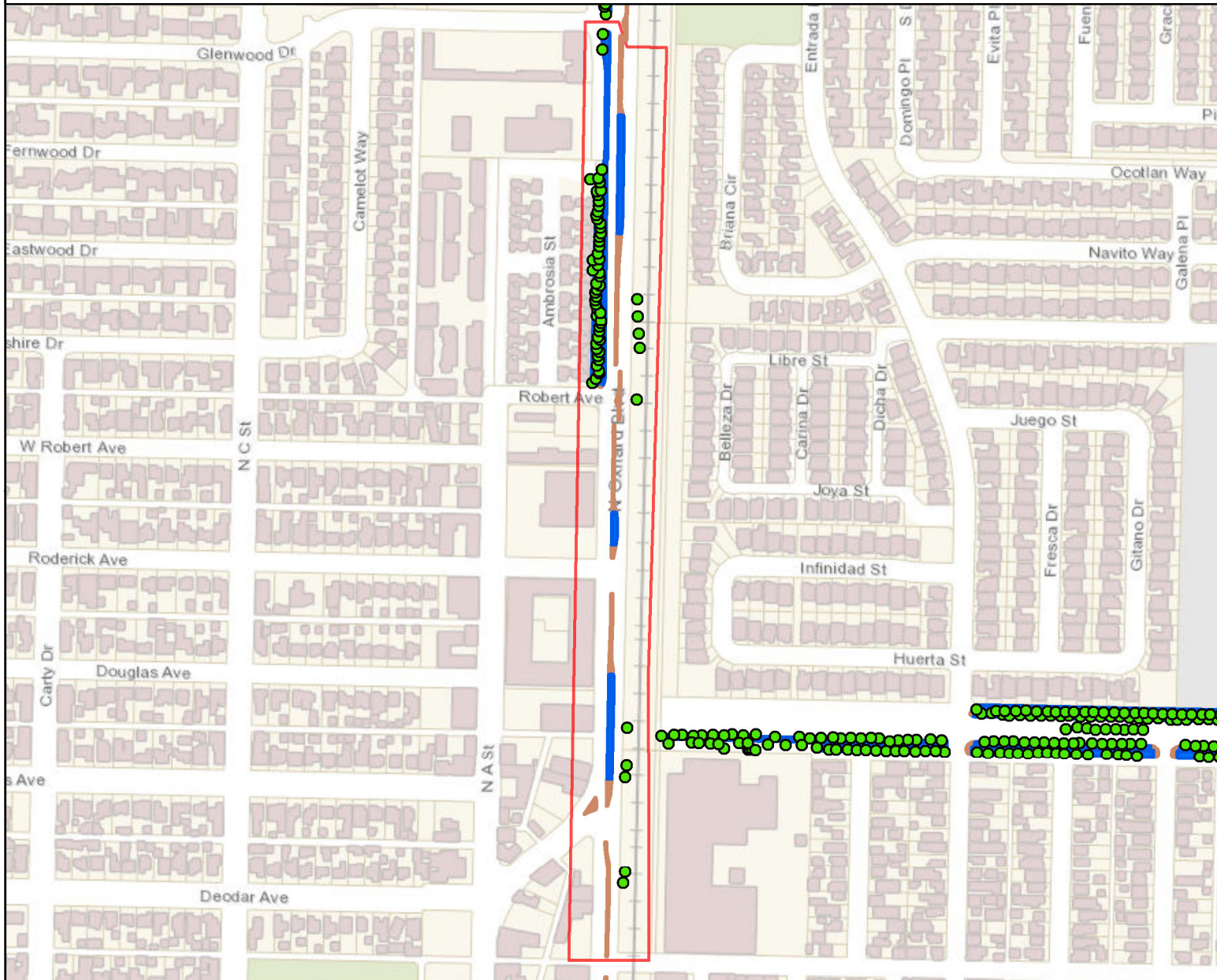
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 19 OF 49, OXNARD BLVD 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

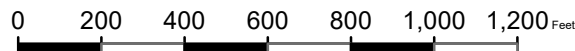
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~33,926 SQ FT
 ~0.78 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~14,781 SQ FT
 ~0.34 ACRES

PROJECT TREES:
 63 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



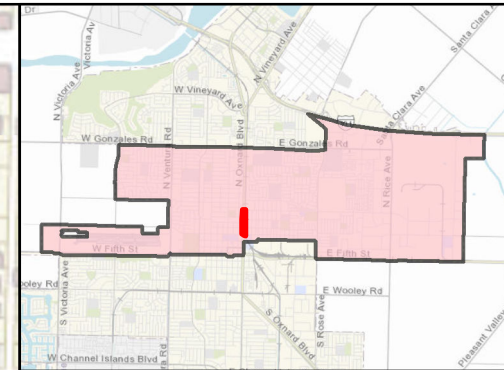
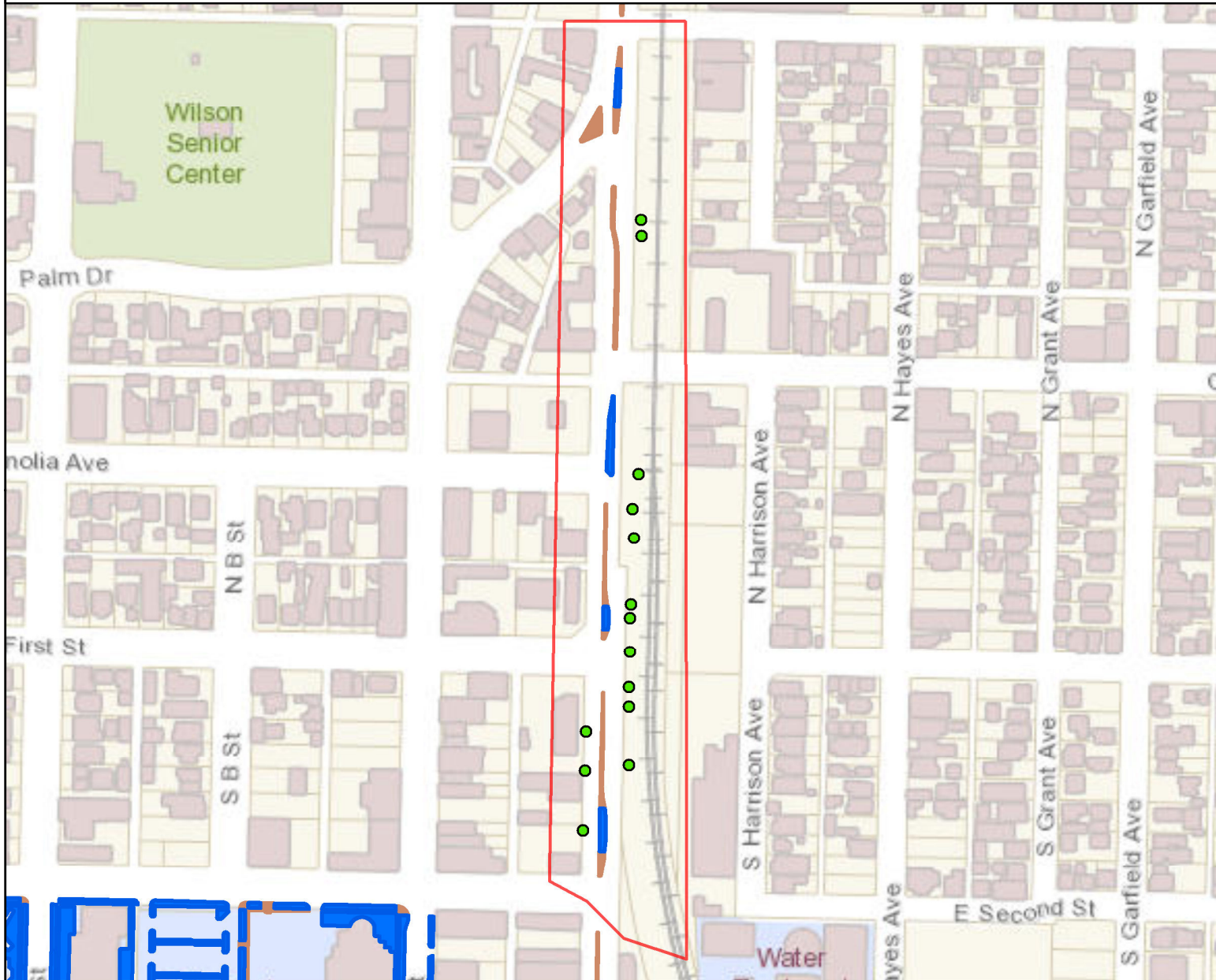
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 20 OF 49, OXNARD BLVD 3



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

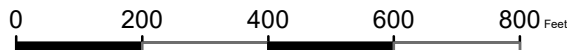
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~3,602 SQ FT
 ~0.08 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~4,972 SQ FT
 ~0.11 ACRES

PROJECT TREES:
 14 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



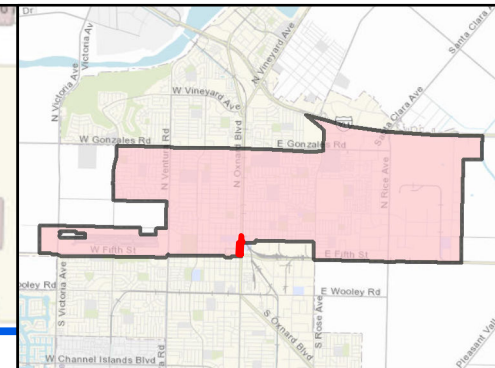
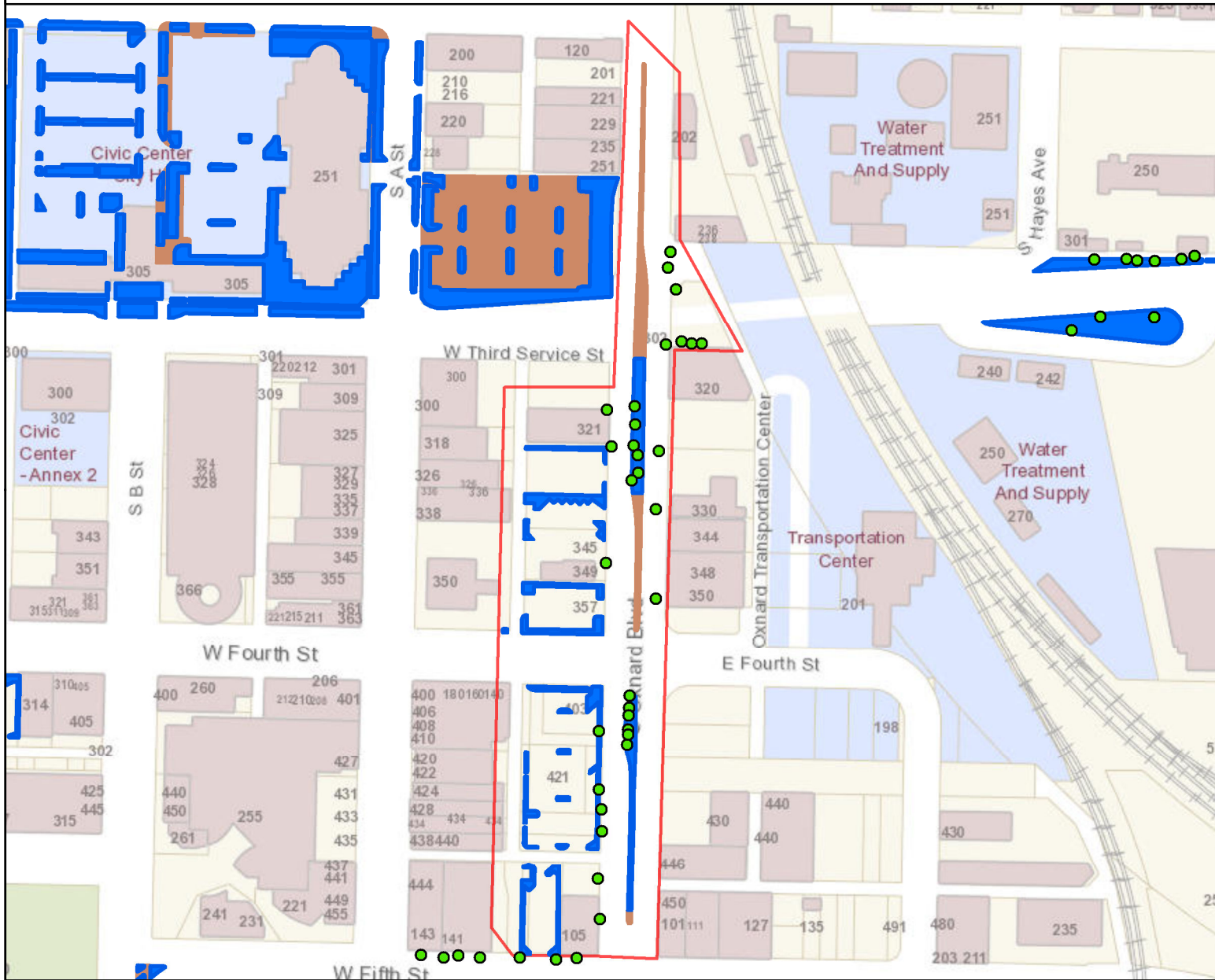
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.



Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 21 OF 49, OXNARD BLVD 4



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~14,082 SQ FT
 ~0.32 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~4,326 SQ FT
 ~0.1 ACRES

PROJECT TREES:
 31 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

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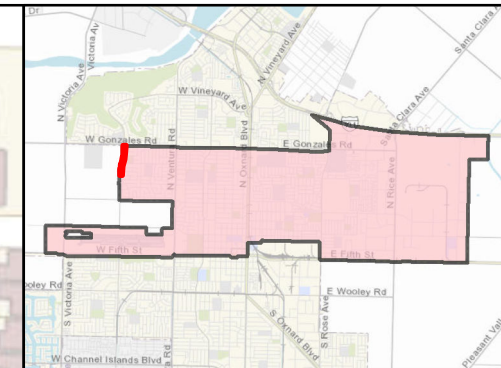
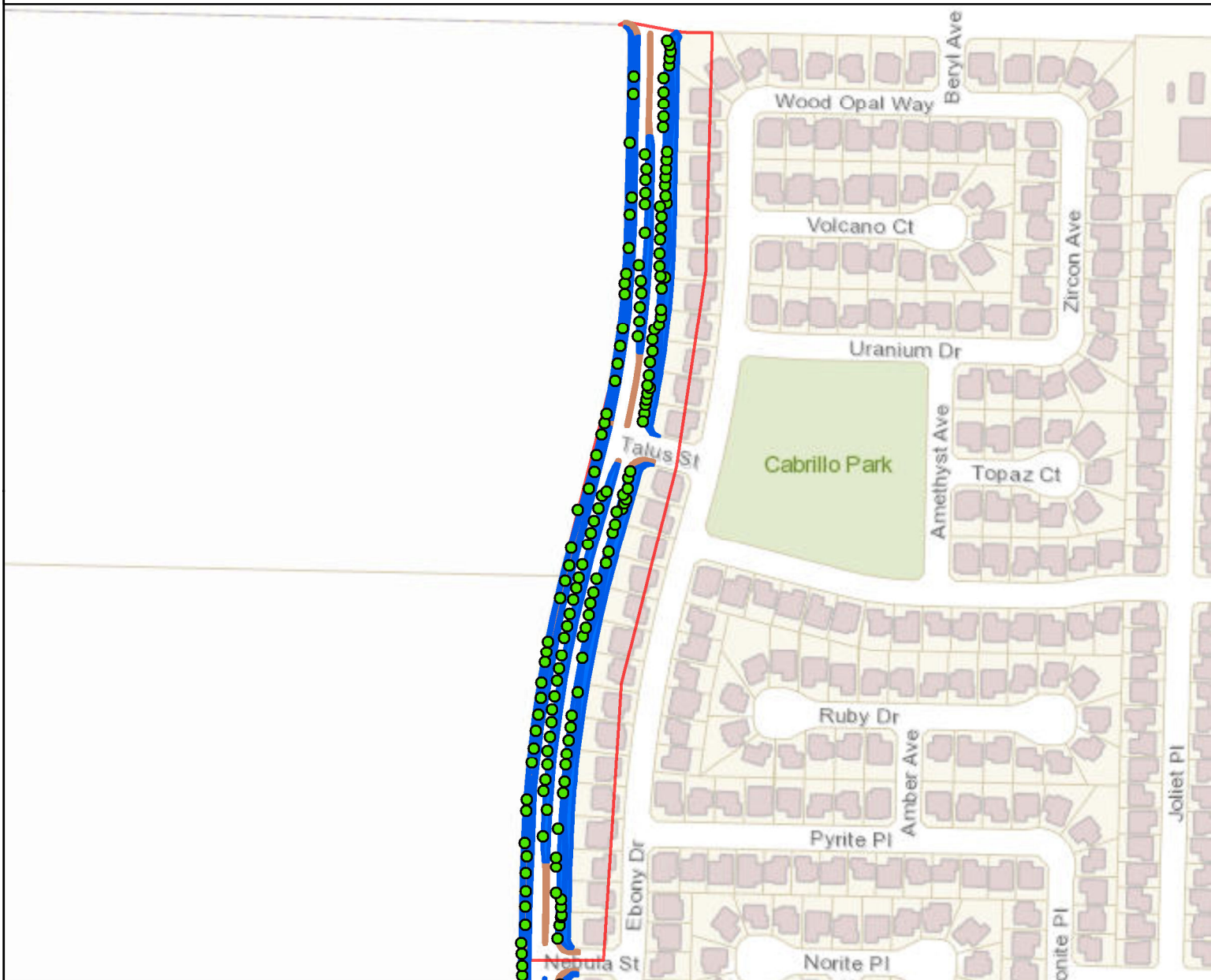
Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department



0 200 400 600 Feet

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 22 OF 49, PATTERSON RD 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~98,563 SQ FT
 ~2.26 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~31,015 SQ FT
 ~0.71 ACRES

PROJECT TREES:
 159 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



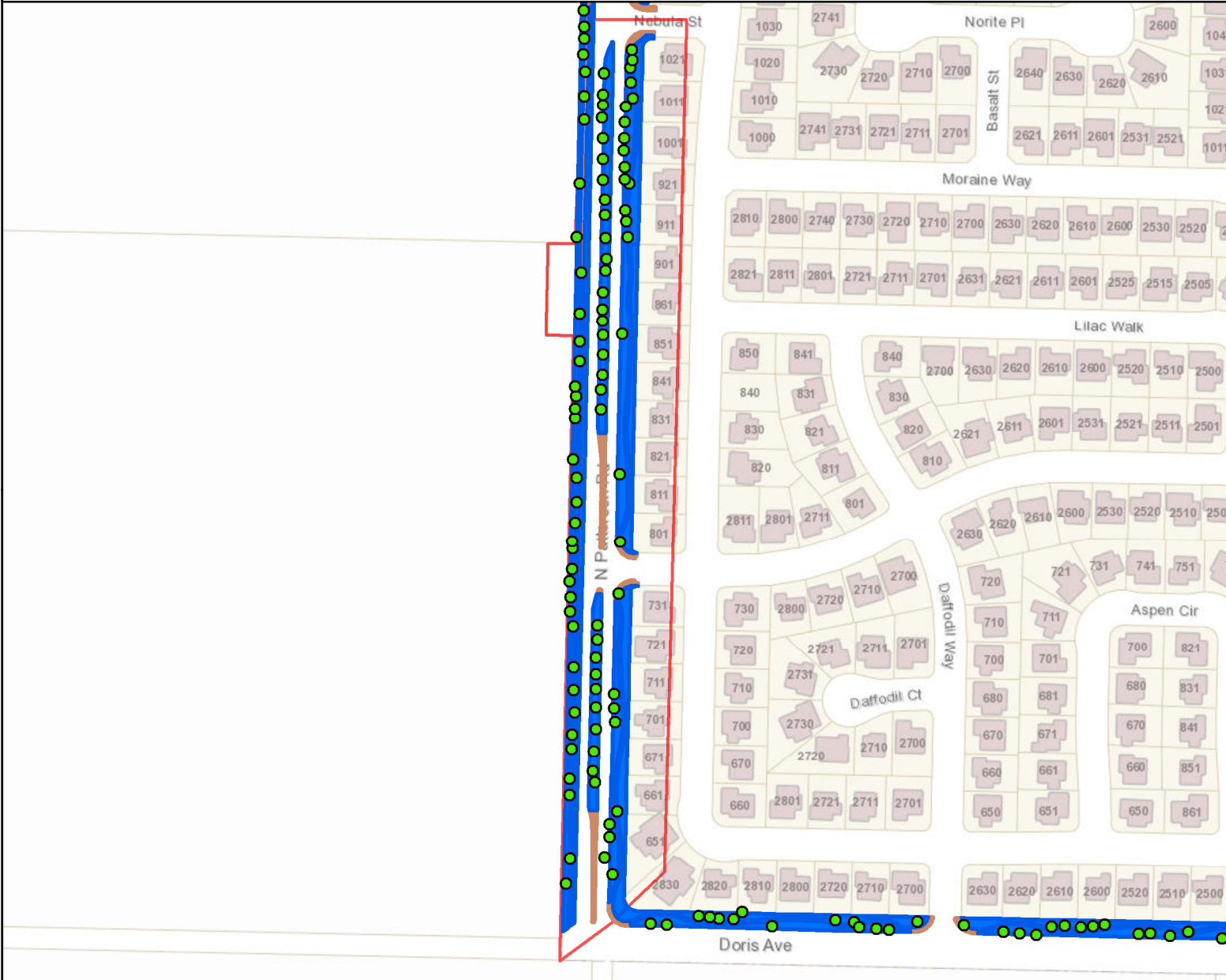
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.



Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 23 OF 49, PATTERSON RD 2



MAINTENANCE TOTALS	
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REGION 2

TREES: 2,146

MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7

HARDSCAPE: 10.0

TREES: 2,146

MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

**WORK EXTENT
THIS PAGE**

**MEDIAN & PARKWAY
LANDSCAPE AREAS:
~77,916 SQ FT
~1.79 ACRES**

**MEDIAN & PARKWAY
HARDSCAPE AREAS:**
~24,204 SQ FT
~0.56 ACRES

PROJECT TREES:
93 TREES



City of Oxnard
Geographic Information Systems
March 2021

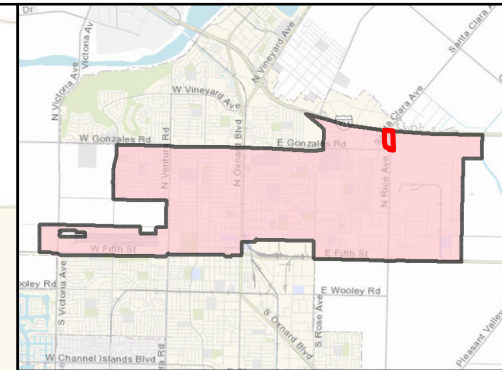
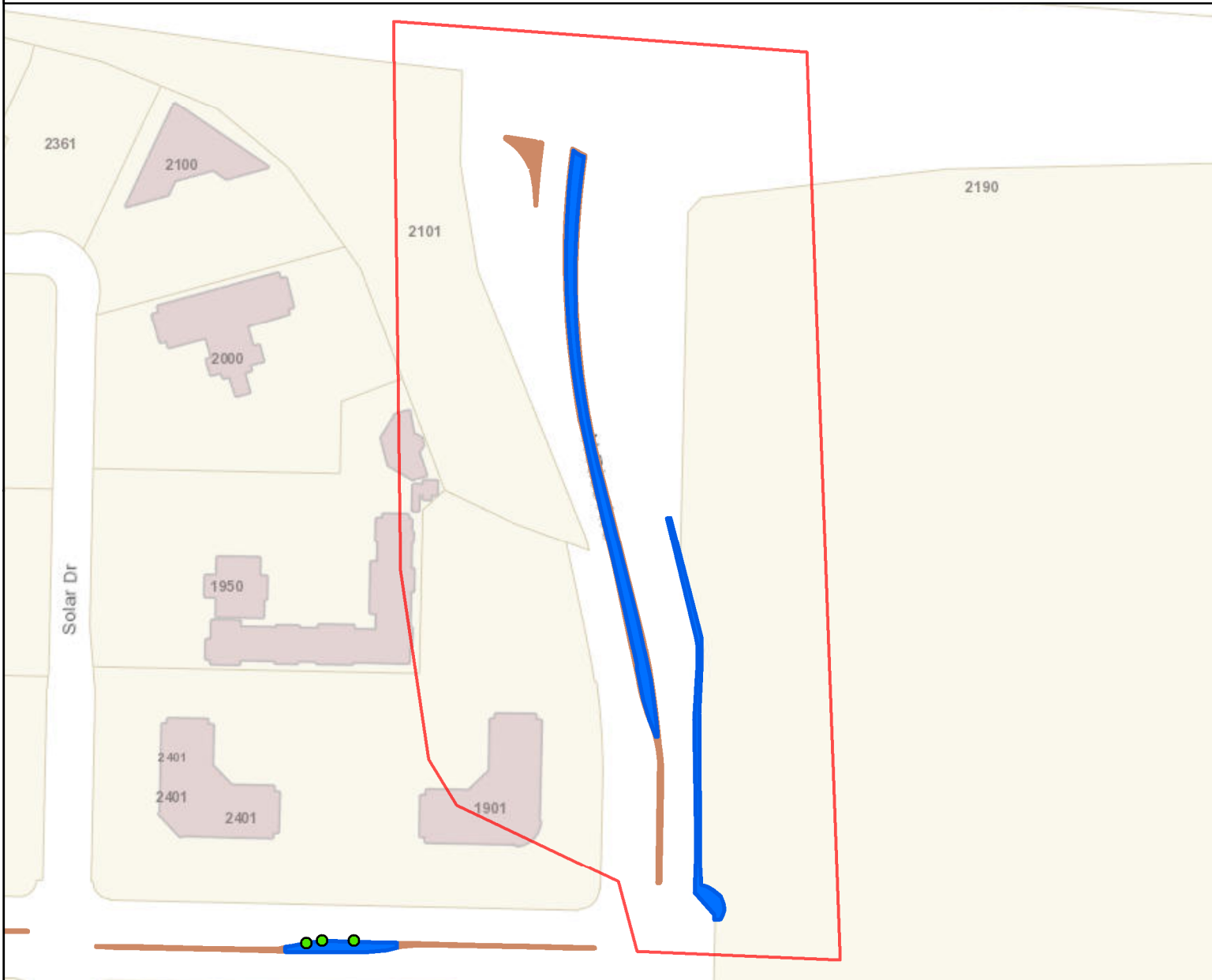
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



-  Trees On Arterial Streets
-  Medians & Parkways
-  Hardscape
-  Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 24 OF 49, RICE 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~16,840 SQ FT
 ~0.39 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~6,142 SQ FT
 ~0.14 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



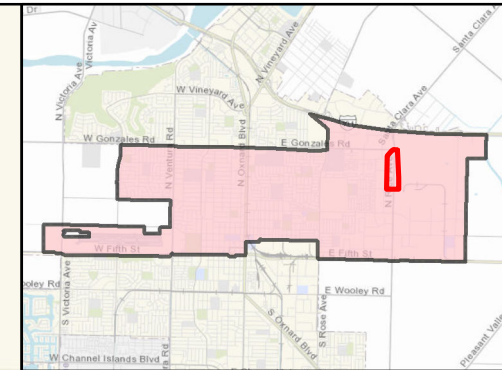
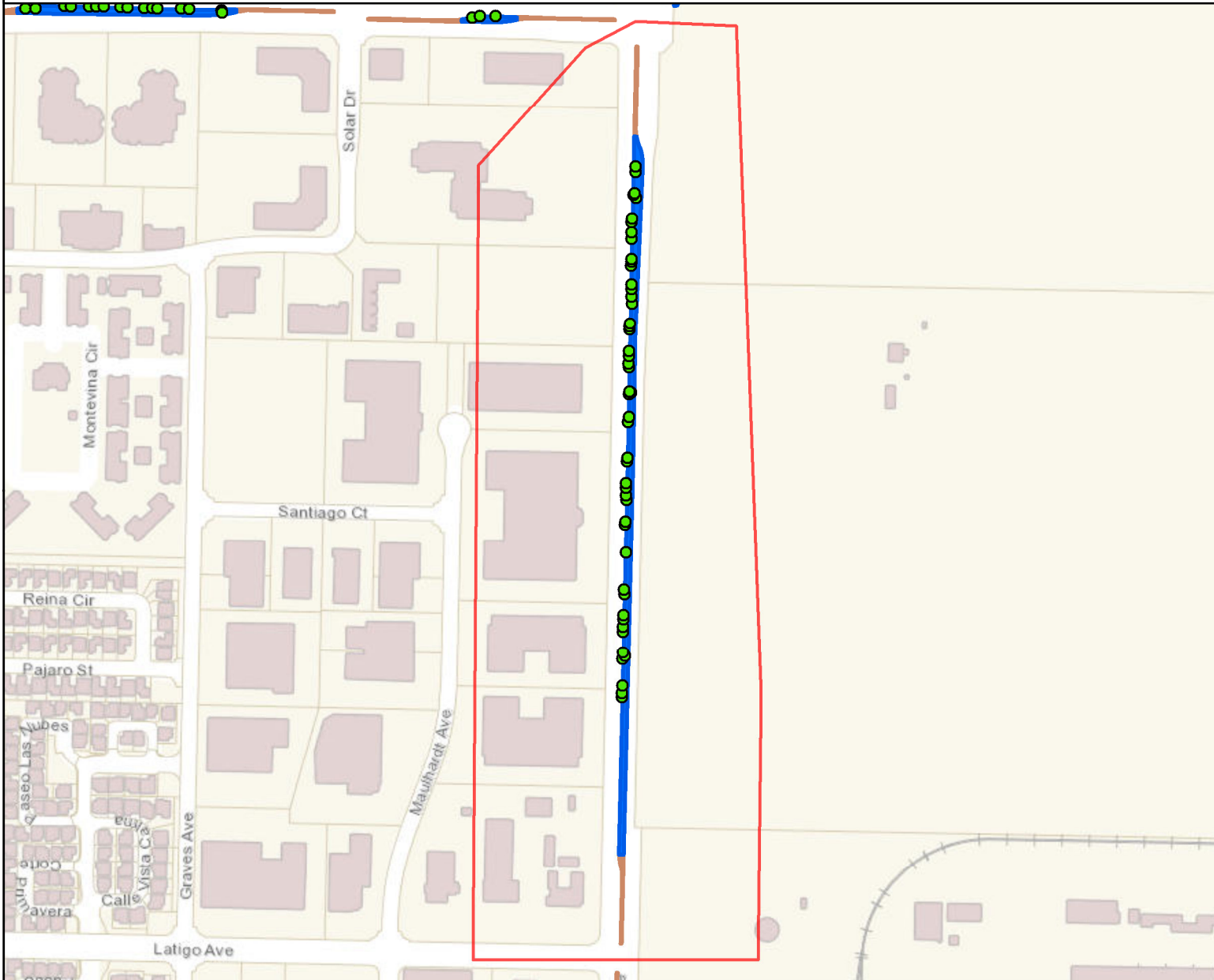
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 25 OF 49, RICE 2



MAINTENANCE TOTALS

REGION 2

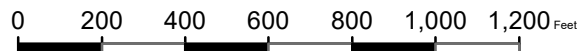
TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~37,542 SQ FT
 ~0.86 ACRES

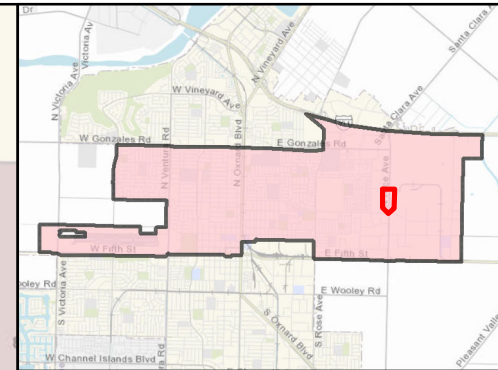
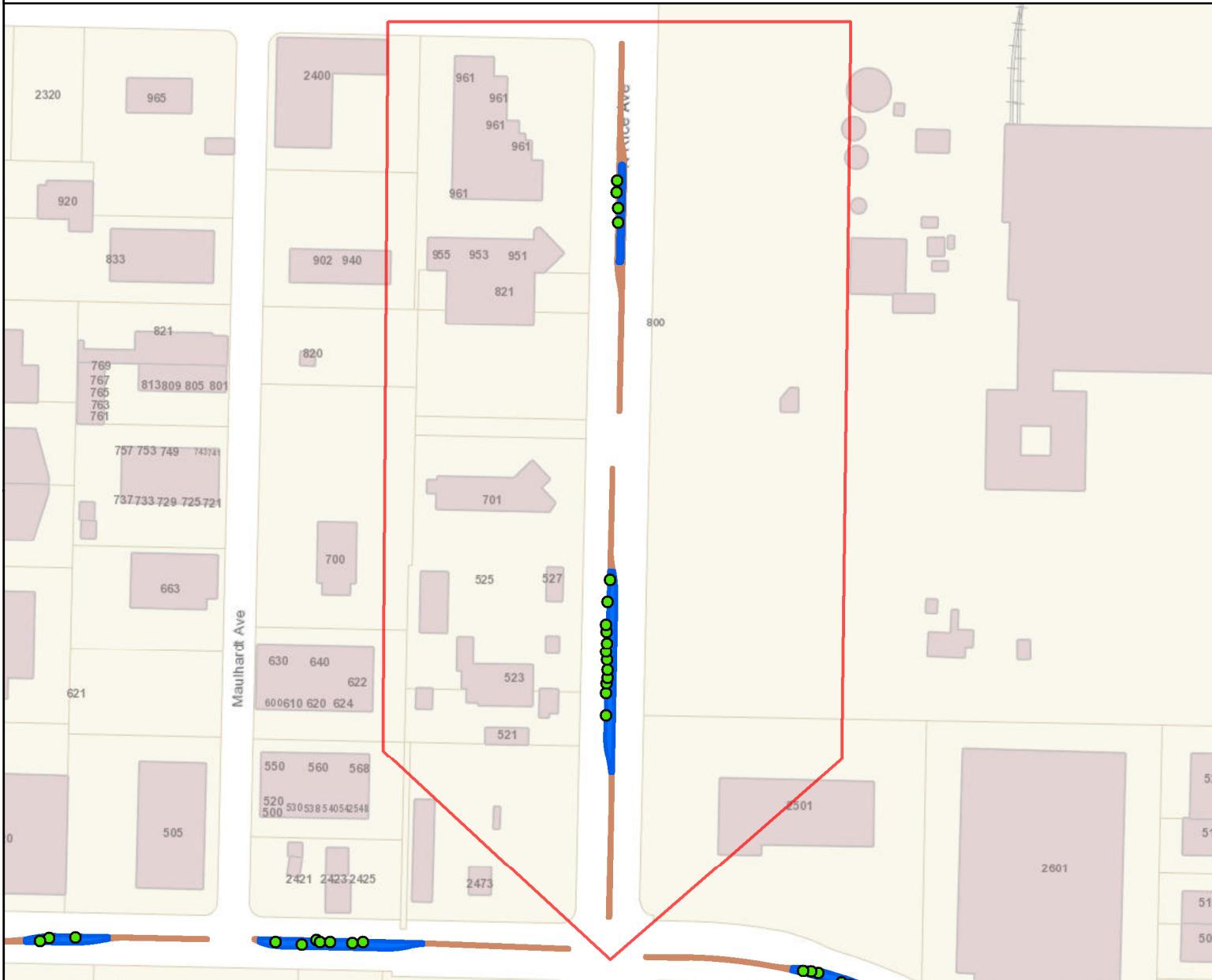
MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~2,603 SQ FT
 ~0.06 ACRES

PROJECT TREES:
 49 TREES



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 26 OF 49, RICE 3



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~6,941 SQ FT
 ~0.16 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~5,484 SQ FT
 ~0.13 ACRES

PROJECT TREES:
 16 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

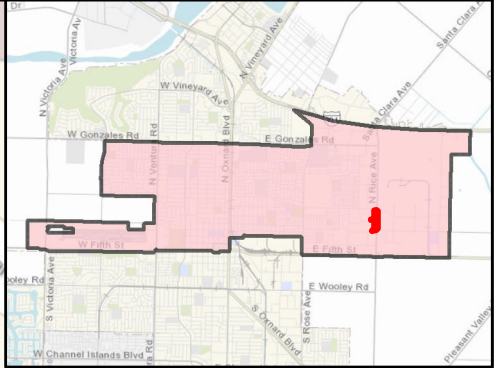
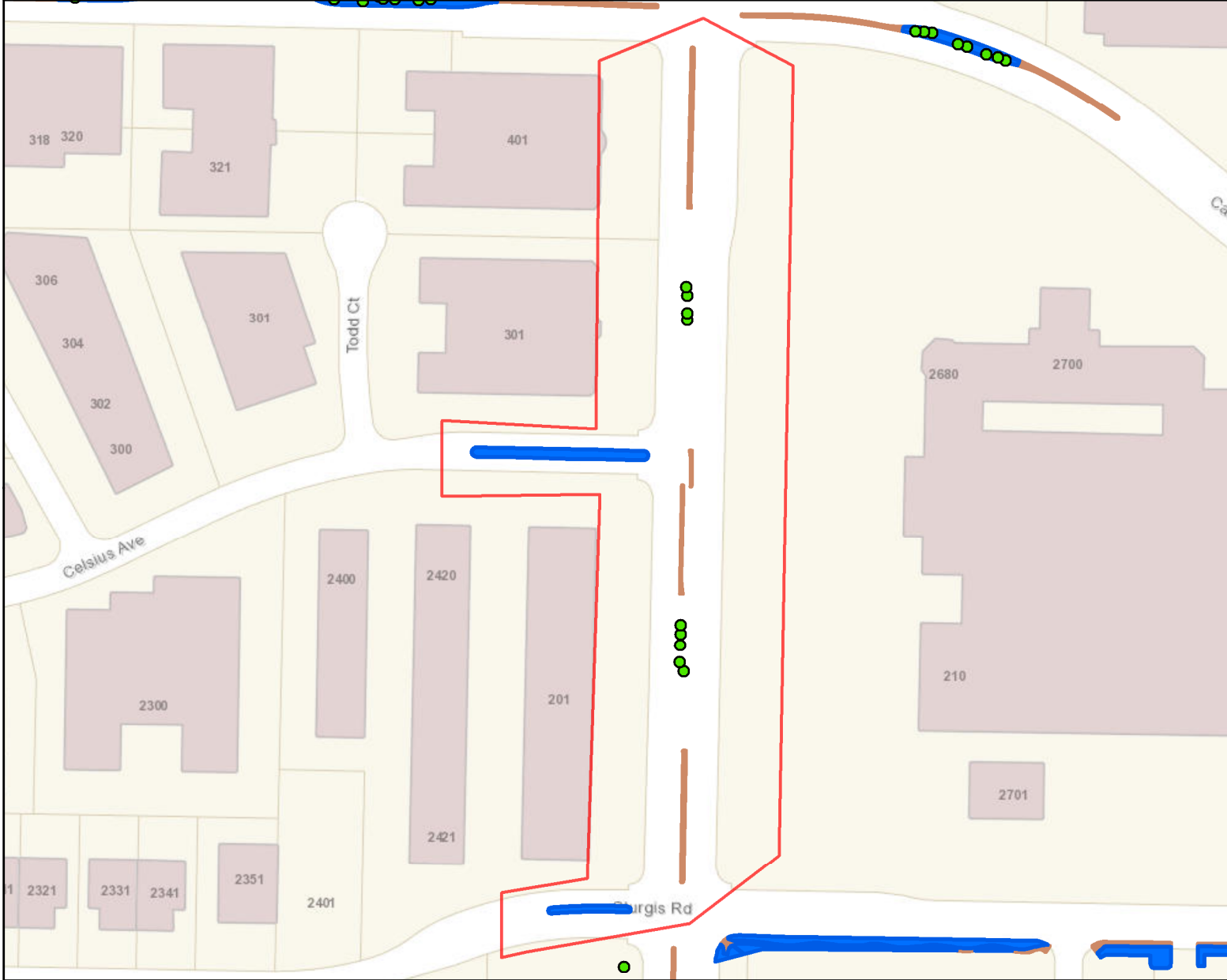
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 27 OF 49, RICE 4



MAINTENANCE TOTALS	
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REGION 2
TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

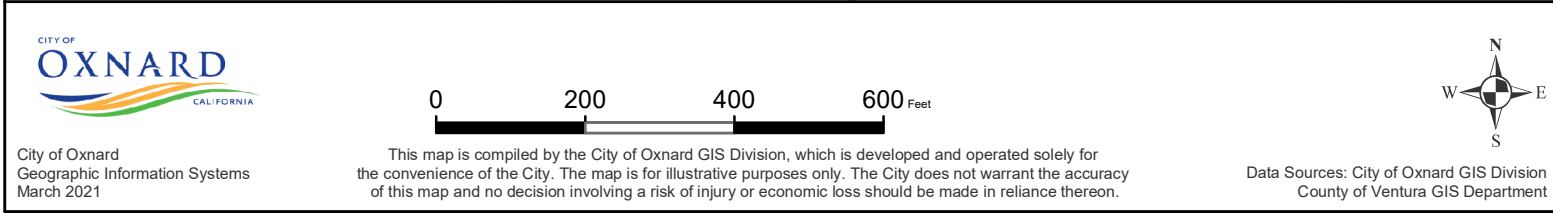
REGION 2
TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~5,934 SQ FT
~0.14 ACRES

**MEDIAN & PARKWAY
HARDSCAPE AREAS:**
~2,654 SQ FT
~0.06 ACRES

PROJECT TREES:
9 TREES





City of Oxnard
Geographic Information Systems
March 2021



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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



City of Oxnard
Geographic Information Systems
March 2021



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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



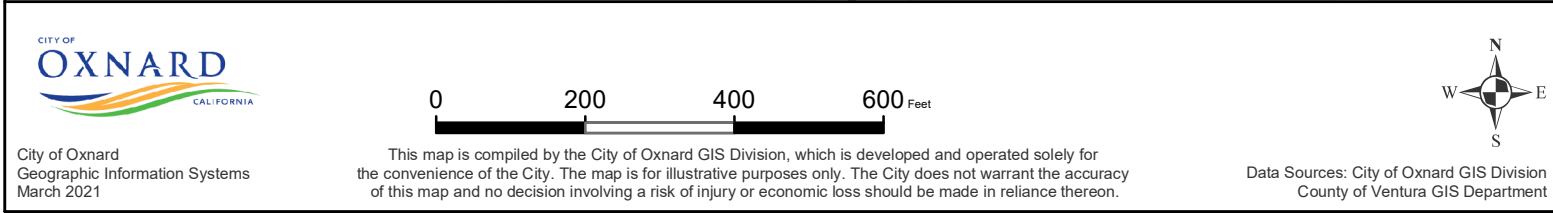
City of Oxnard
Geographic Information Systems
March 2021



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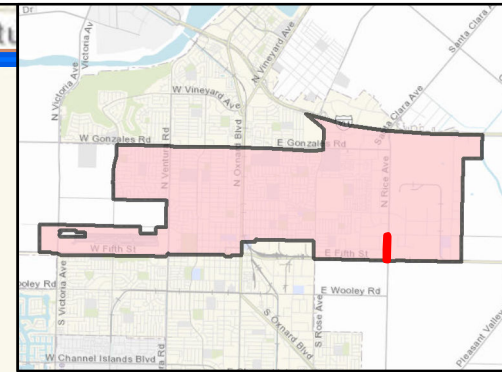


Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



-  Trees On Arterial Streets
-  Medians & Parkways
-  Hardscape
-  Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 28 OF 49, RICE 5



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

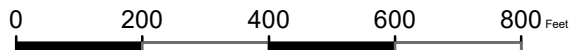
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~1,756 SQ FT
 ~0.04 ACRES

PROJECT TREES:
 96 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



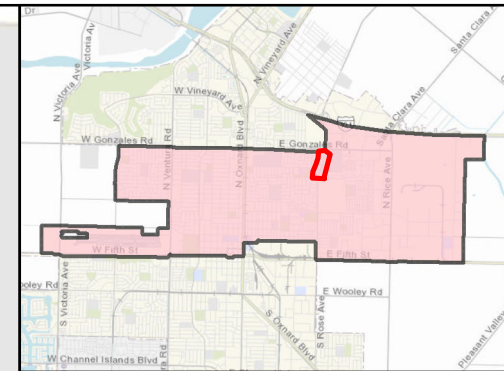
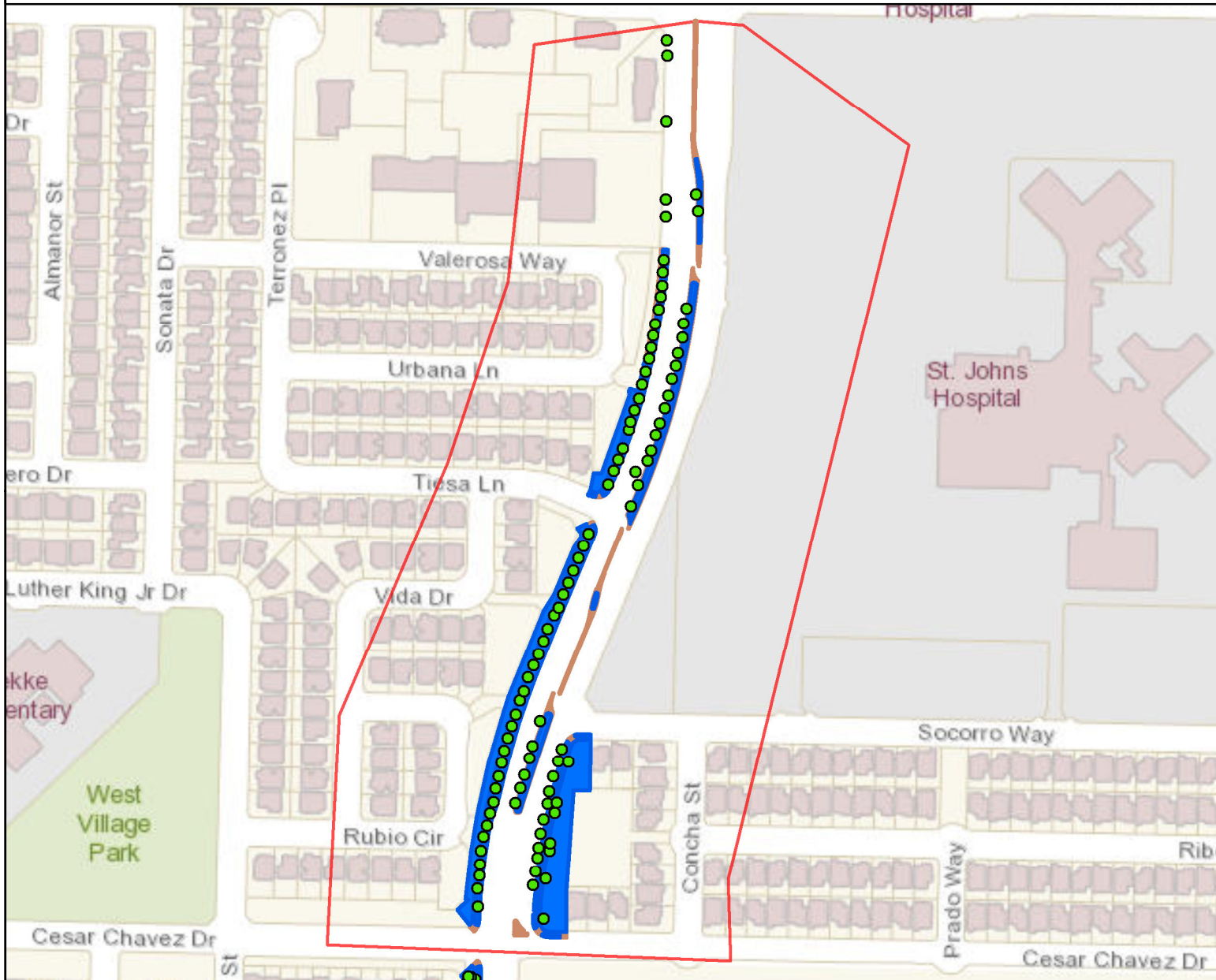
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 29 OF 49, ROSE 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

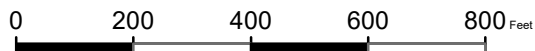
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~70,883 SQ FT
 ~1.63 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~18,225 SQ FT
 ~0.42 ACRES

PROJECT TREES:
 96 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



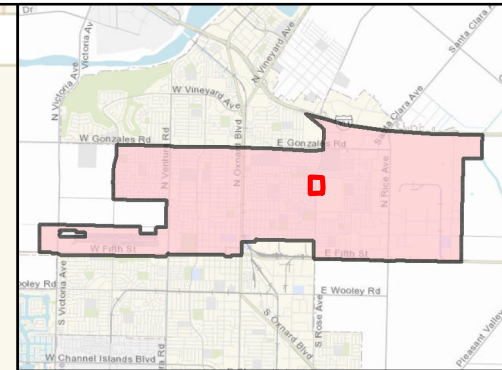
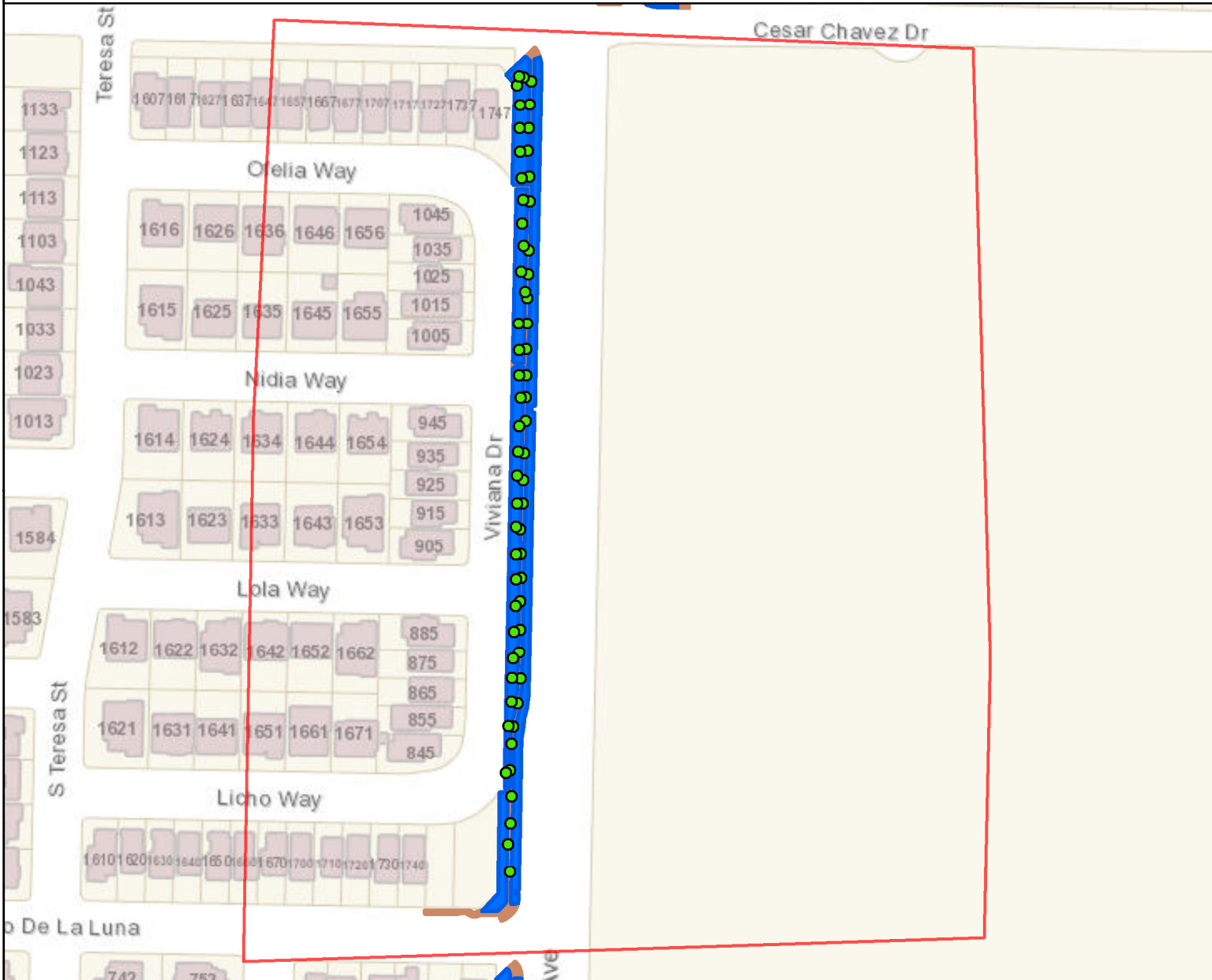
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 30 OF 49, ROSE 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

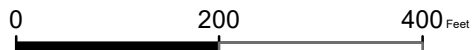
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~23,323 SQ FT
 ~0.54 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~6,967 SQ FT
 ~0.16 ACRES

PROJECT TREES:
 62 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



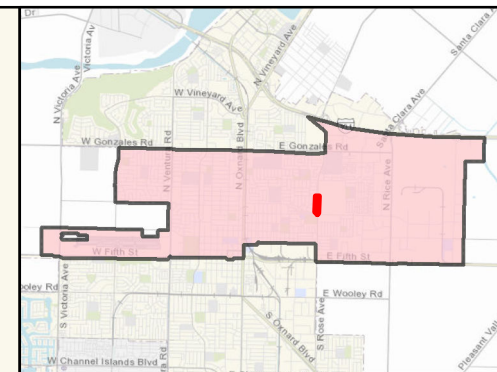
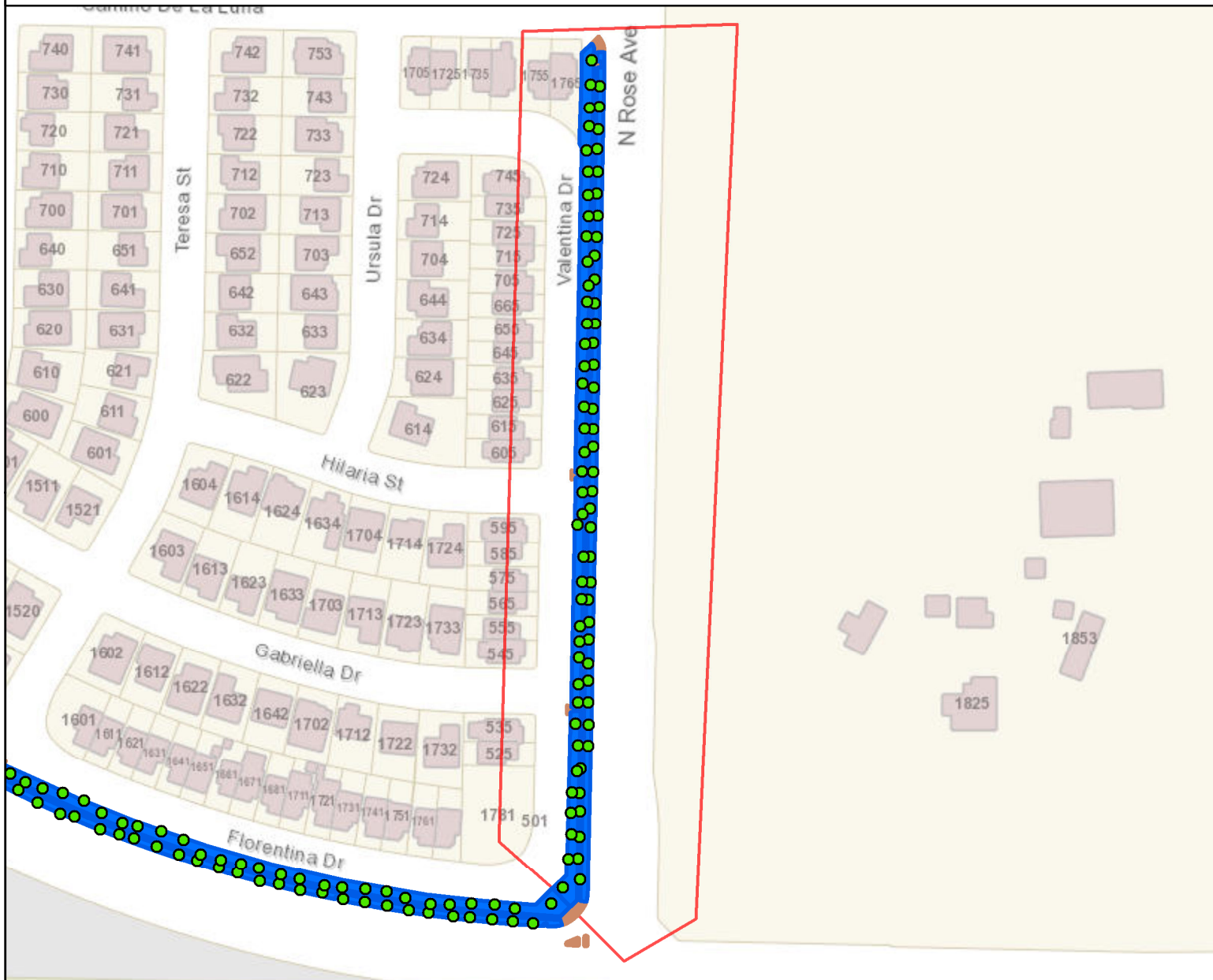
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 31 OF 49, ROSE 3



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~29,416 SQ FT
 ~0.68 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~6,796 SQ FT
 ~0.16 ACRES

PROJECT TREES:
 77 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



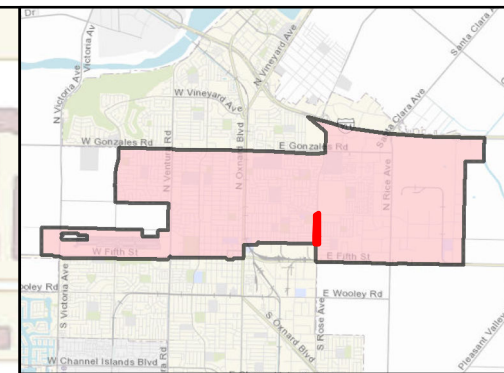
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 32 OF 49, ROSE 4



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

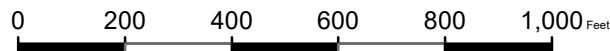
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~15,828 SQ FT
 ~0.36 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~8,548 SQ FT
 ~0.2 ACRES

PROJECT TREES:
 56 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



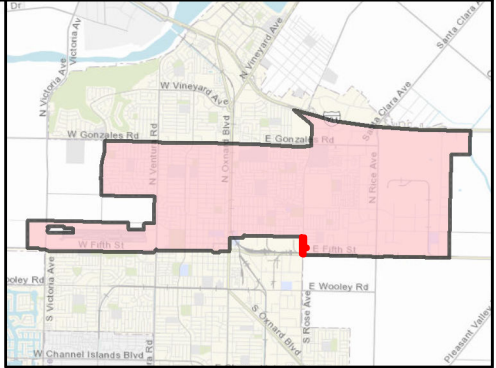
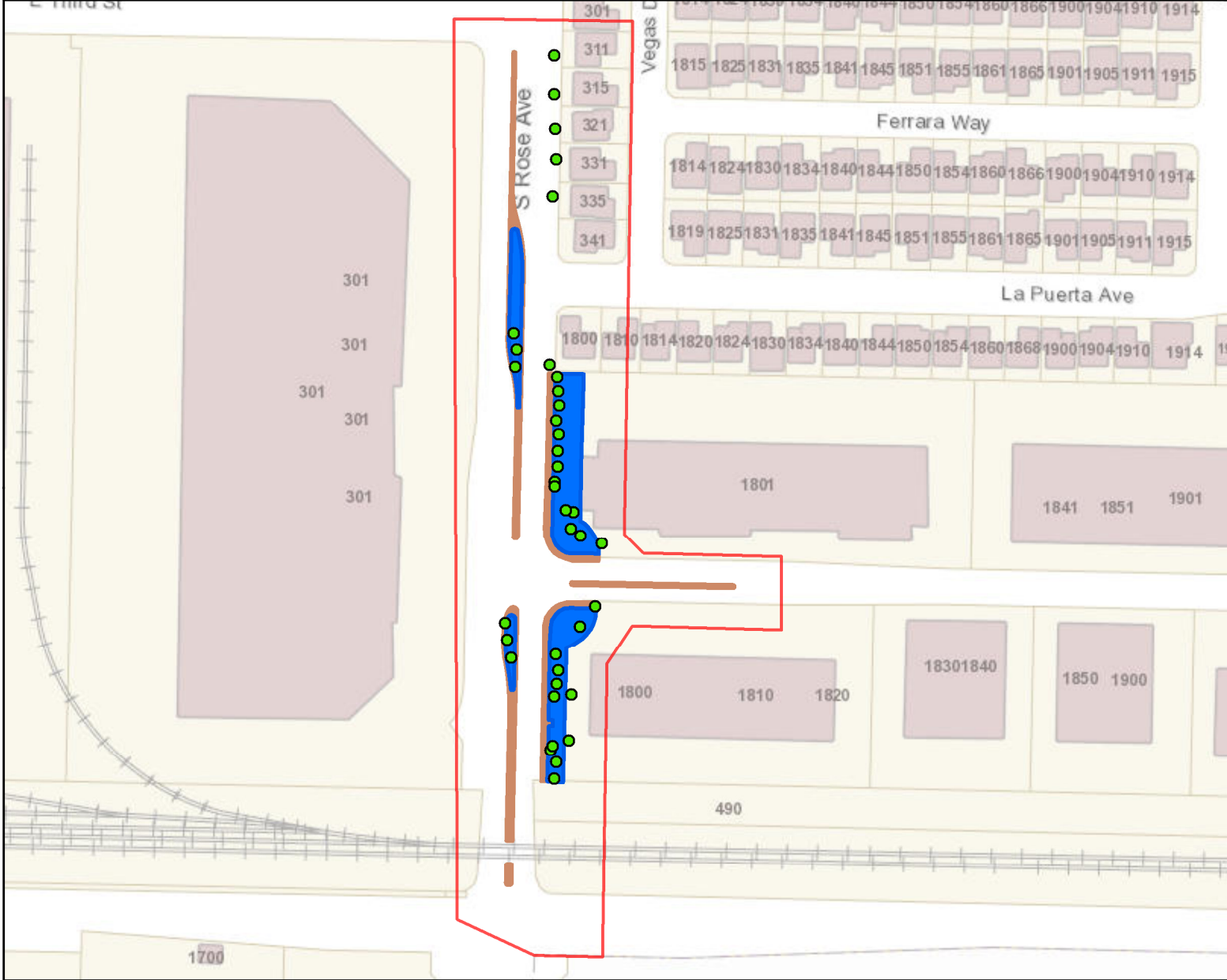
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 33 OF 49, ROSE 5



MAINTENANCE TOTALS	
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REGION 2
TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

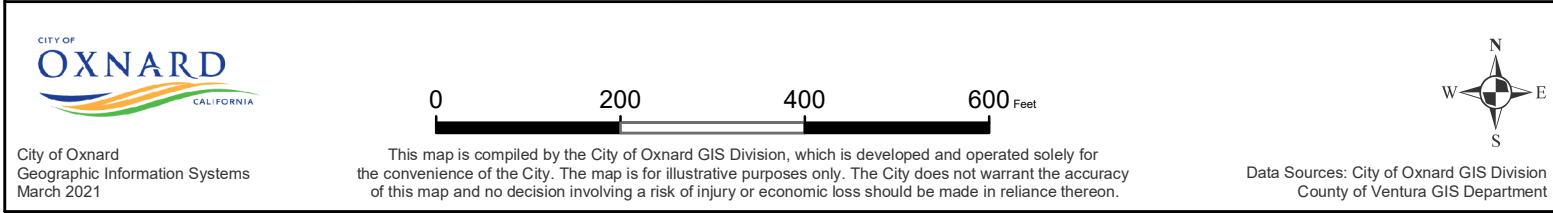
TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~20,805 SQ FT
~0.48 ACRES

**MEDIAN & PARKWAY
HARDSCAPE AREAS:**
~11,996 SQ FT
~0.28 ACRES

PROJECT TREES: 38 TREES



City of Oxnard
Geographic Information Systems
March 2021

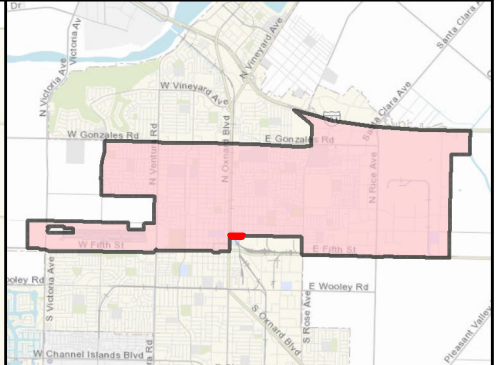
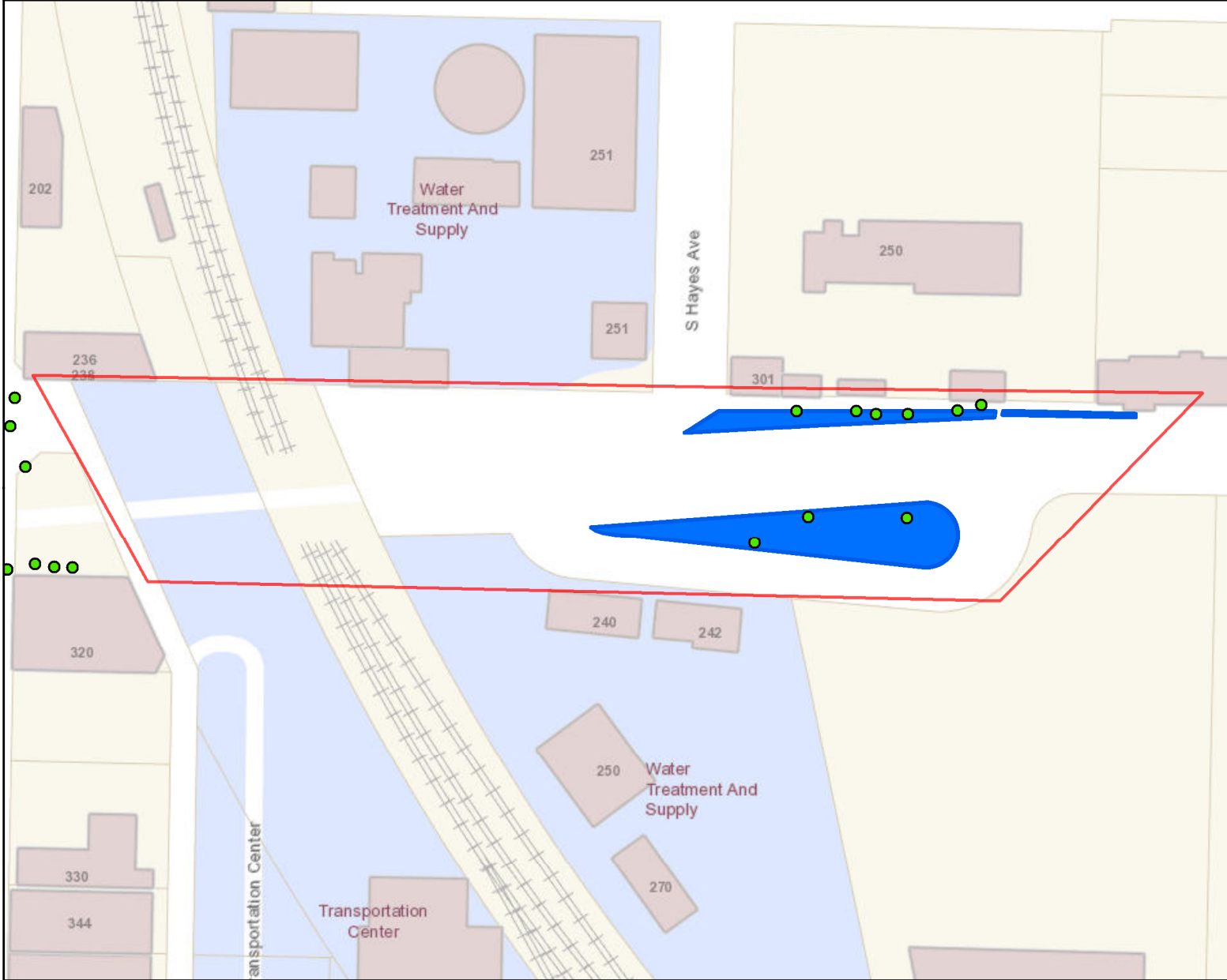
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



-  Trees On Arterial Streets
-  Medians & Parkways
-  Hardscape
-  Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 34 OF 49, THIRD



MAINTENANCE TOTALS	
1	2
3	4
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79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

REGION 2
TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

TREES: 2,146

MEDIAN & PARKWAY ACRES-

LANDSCAPED: 31.7

HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
LANDSCAPE AREAS:

~11,537 SQ FT

~0.26 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:

~0 SQ FT

~0 ACRES

PROJECT TREES:
9 TREES

9 TREES



City of Oxnard
Geographic Information Systems
March 2021

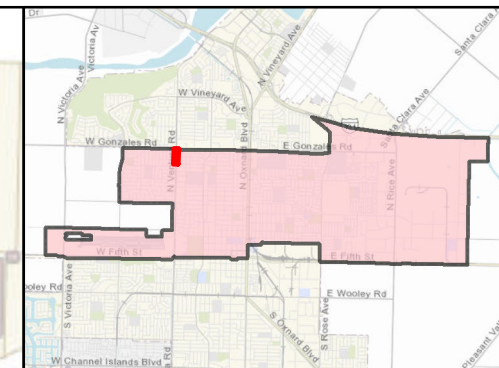
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 35 OF 49, VENTURA RD 01



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~14,314 SQ FT
 ~0.33 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~4,995 SQ FT
 ~0.11 ACRES

PROJECT TREES:
 38 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



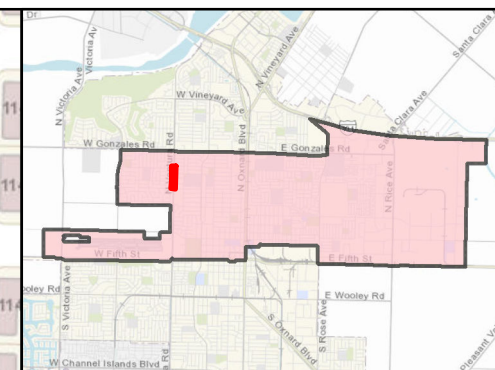
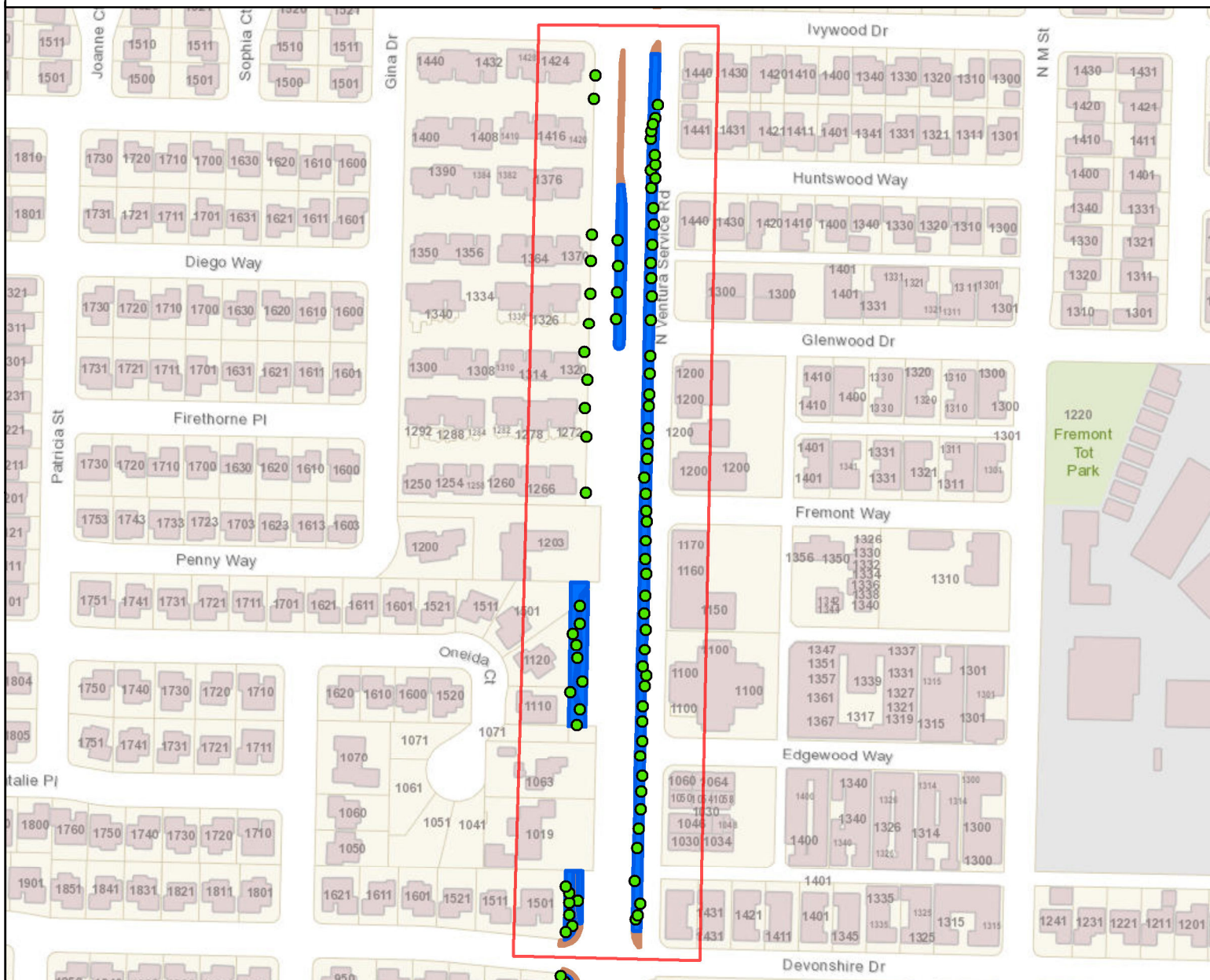
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 36 OF 49, VENTURA RD 02



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~36,645 SQ FT
 ~0.84 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~4,366 SQ FT
 ~0.1 ACRES

PROJECT TREES:
 82 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 400 600 800 Feet

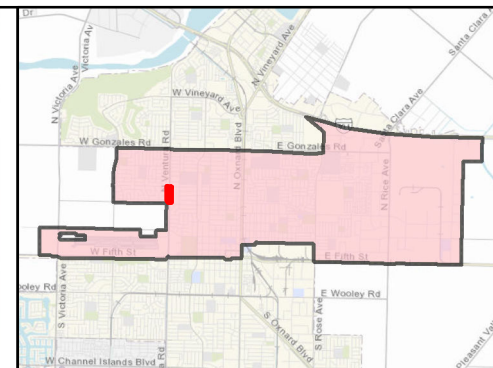
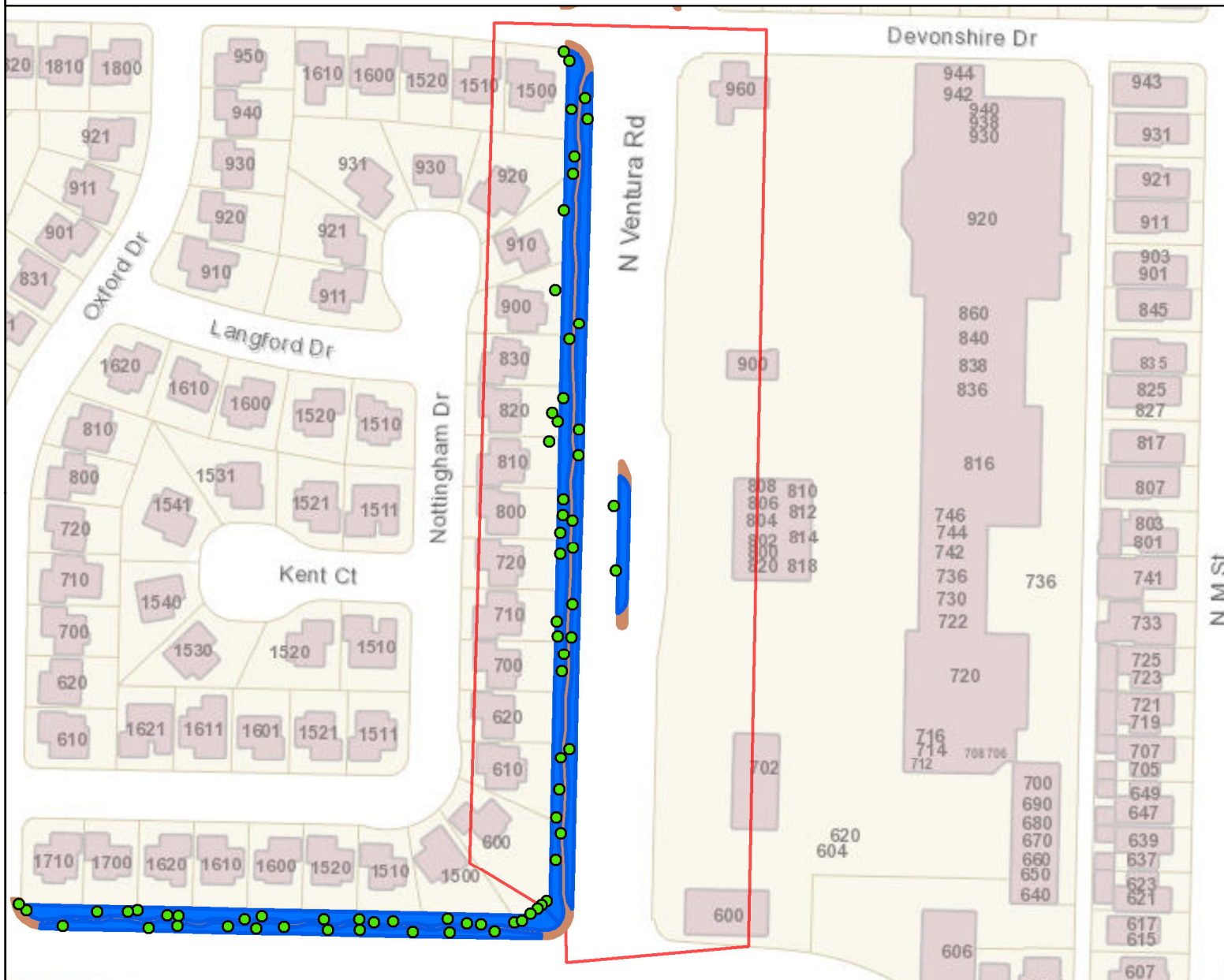
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 37 OF 49, VENTURA RD 03



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

**WORK EXTENT
THIS PAGE**

**MEDIAN & PARKWAY
LANDSCAPE AREAS:
~22,795 SQ FT
~0.52 ACRES**

MEDIAN & PARKWAY:
HARDSCAPE AREAS:
~9,283 SQ FT
~0.21 ACRES

PROJECT TREES:
39 TREES



City of Oxnard
Geographic Information Systems
March 2021



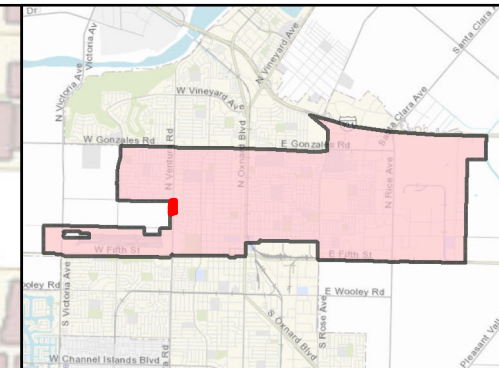
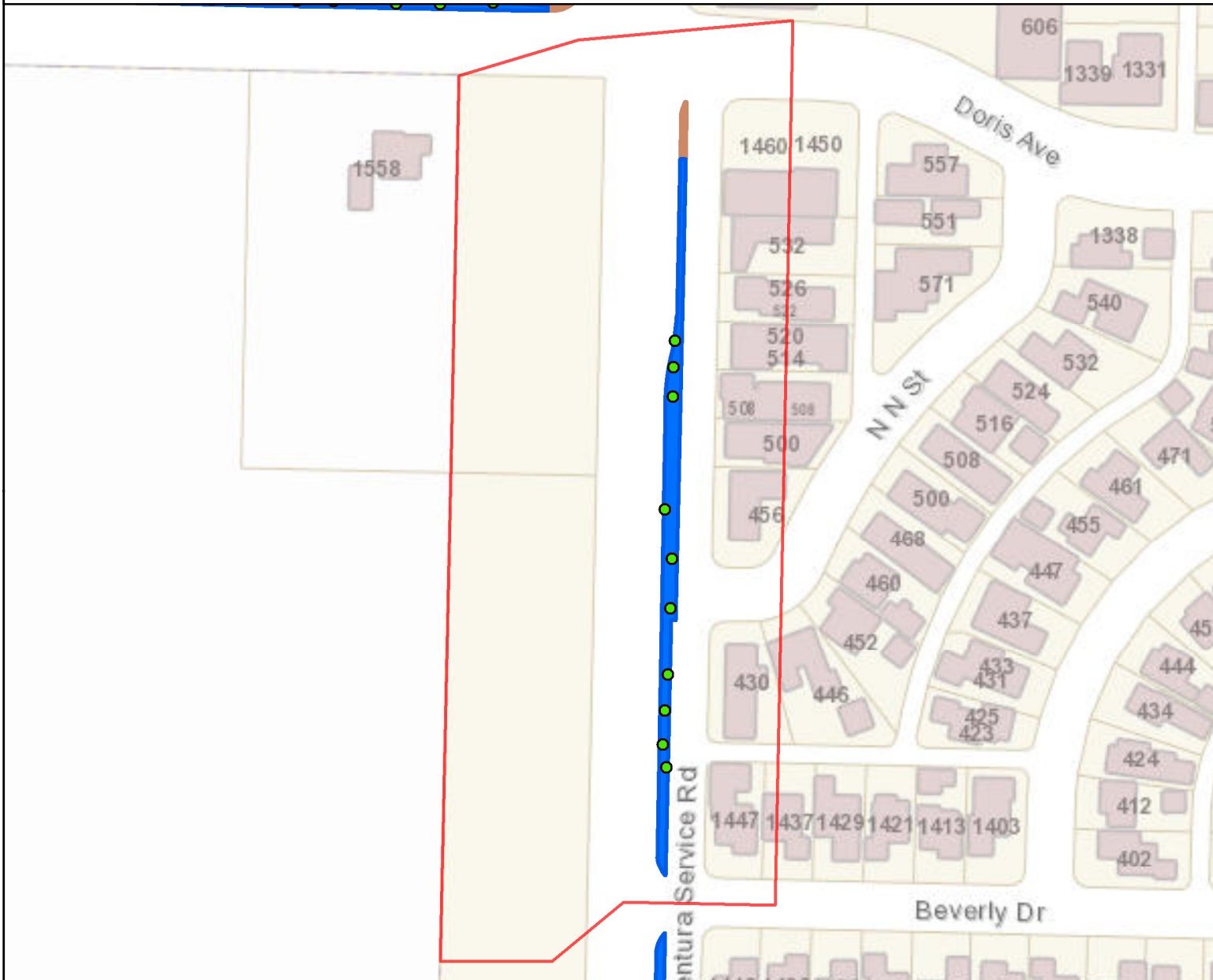
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 38 OF 49, VENTURA RD 04



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~7,501 SQ FT
 ~0.17 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~314 SQ FT
 ~0.01 ACRES

PROJECT TREES:
 10 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 400 Feet

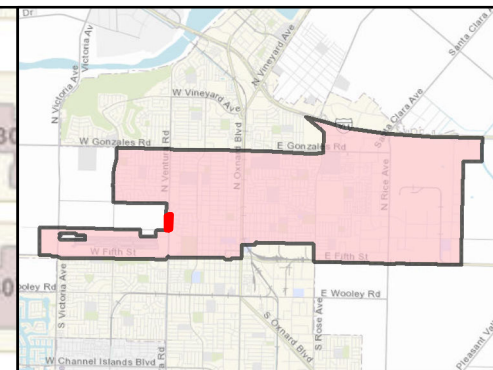
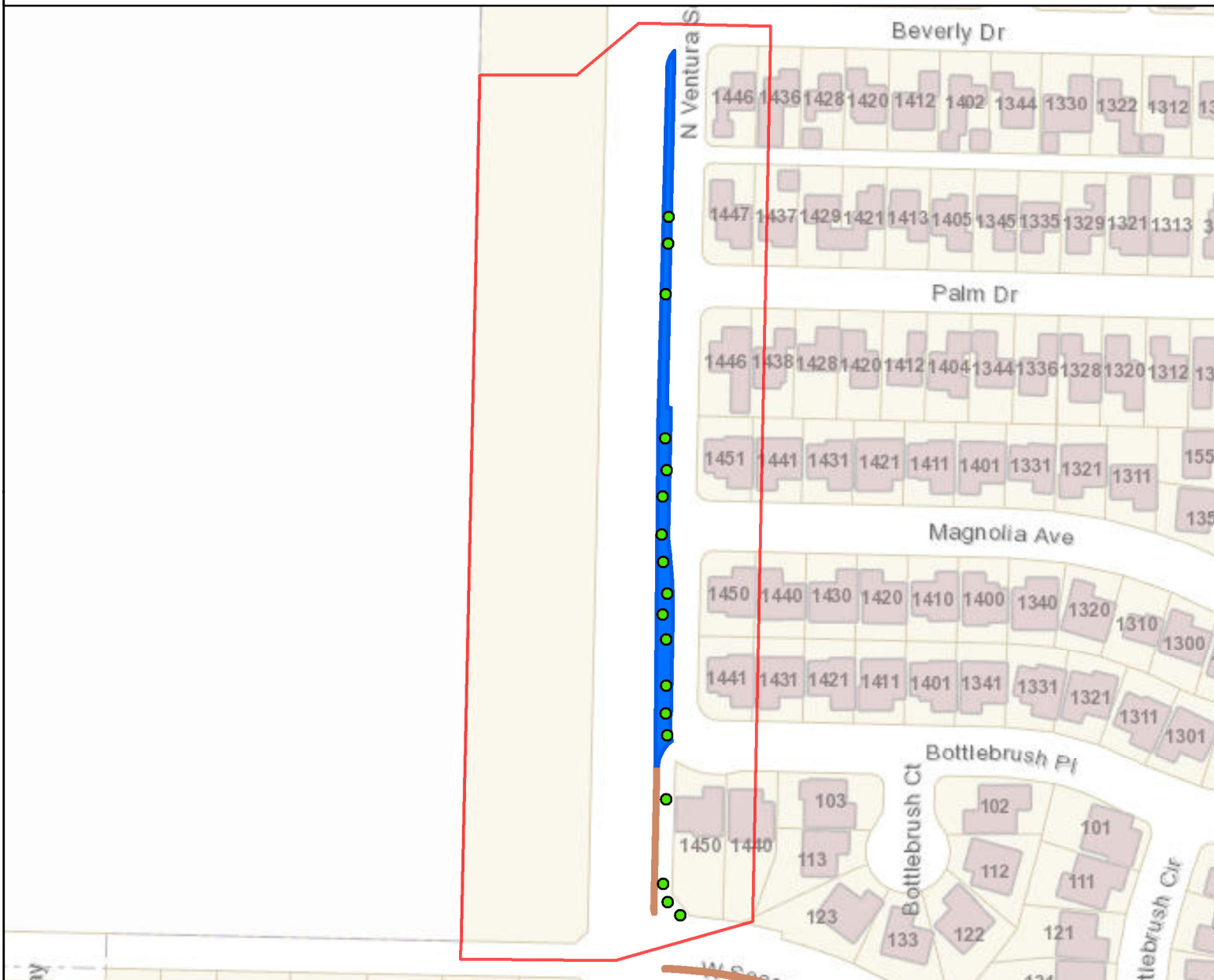
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 39 OF 49, VENTURA RD 05



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~10,560 SQ FT
 ~0.24 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~662 SQ FT
 ~0.02 ACRES

PROJECT TREES:
 18 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



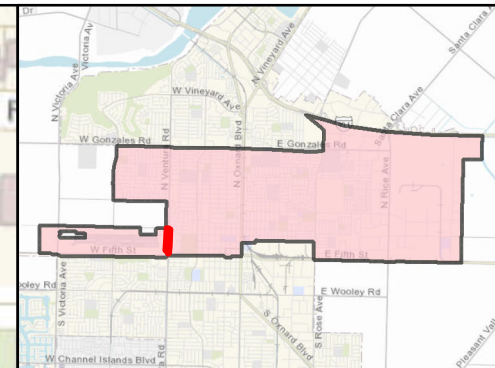
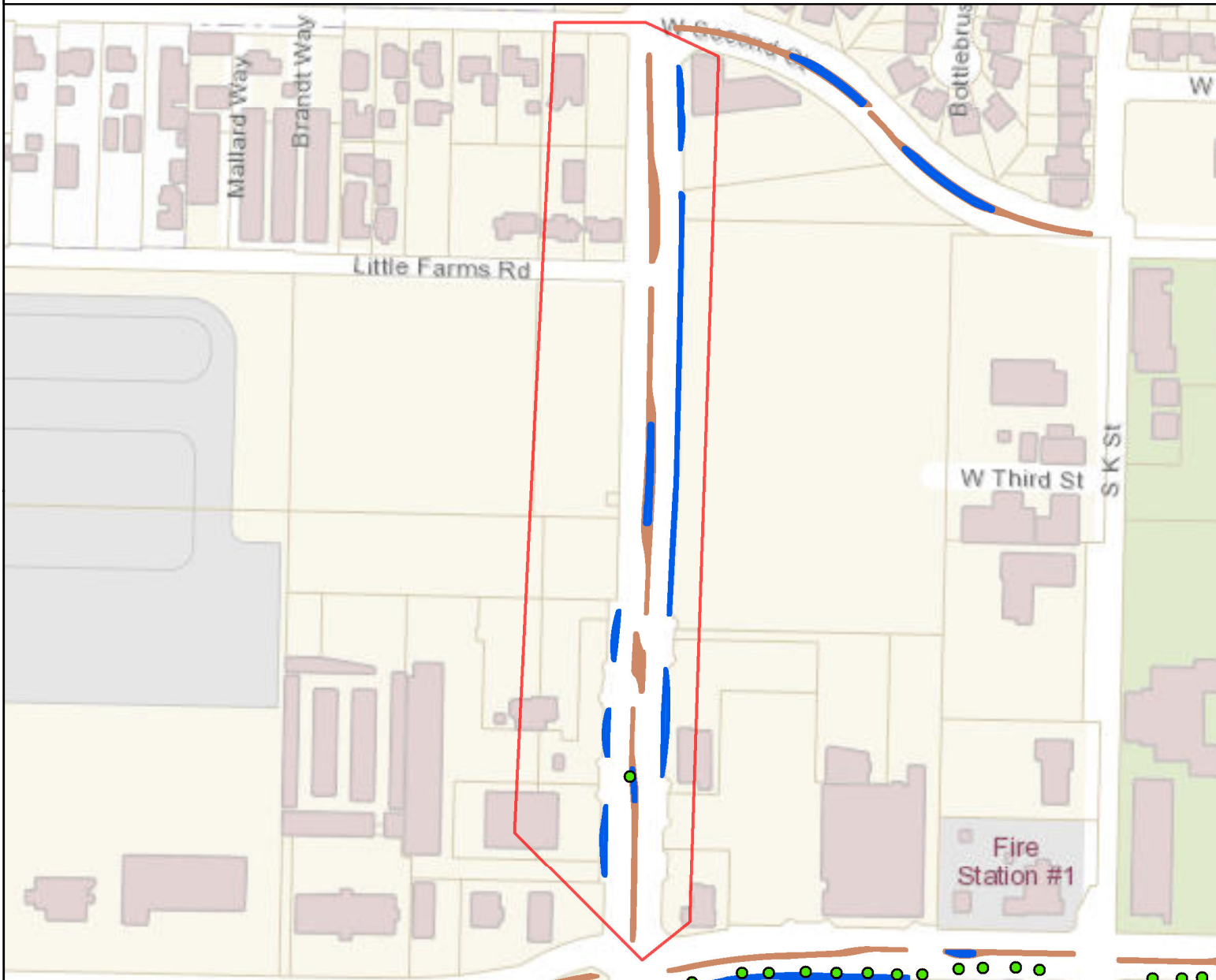
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 40 OF 49, VENTURA RD 06



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~9,917 SQ FT
 ~0.23 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~10,612 SQ FT
 ~0.24 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 400 600 800 Feet

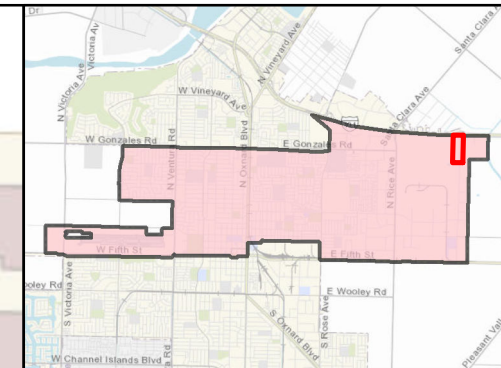
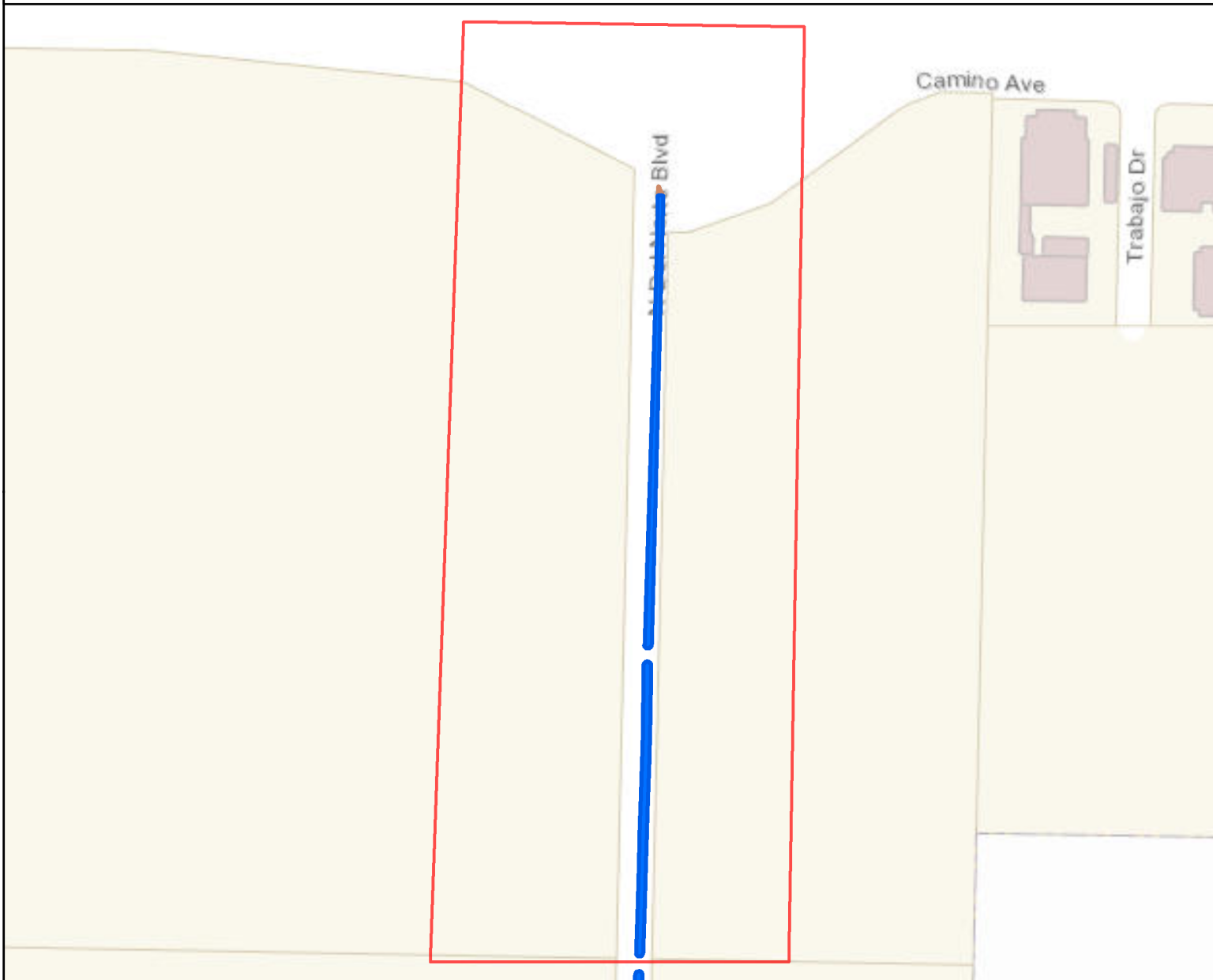
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 41 OF 49, DEL NORTE 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7
HARDSCAPE: 10.0

**WORK EXTENT
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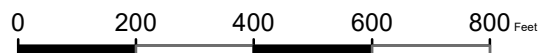
**MEDIAN & PARKWAY
LANDSCAPE AREAS:
~22,459 SQ FT
~0.52 ACRES**

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~112 SQ FT
~0 ACRES

PROJECT TREES:
0 TREES



City of Oxnard
Geographic Information Systems
March 2021



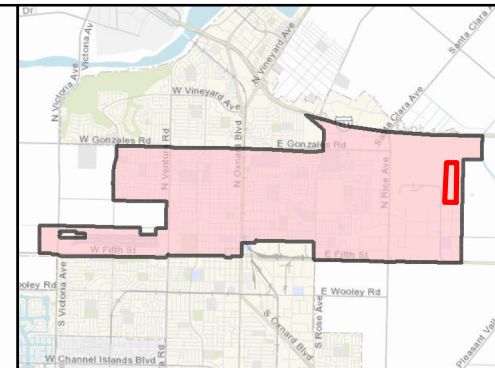
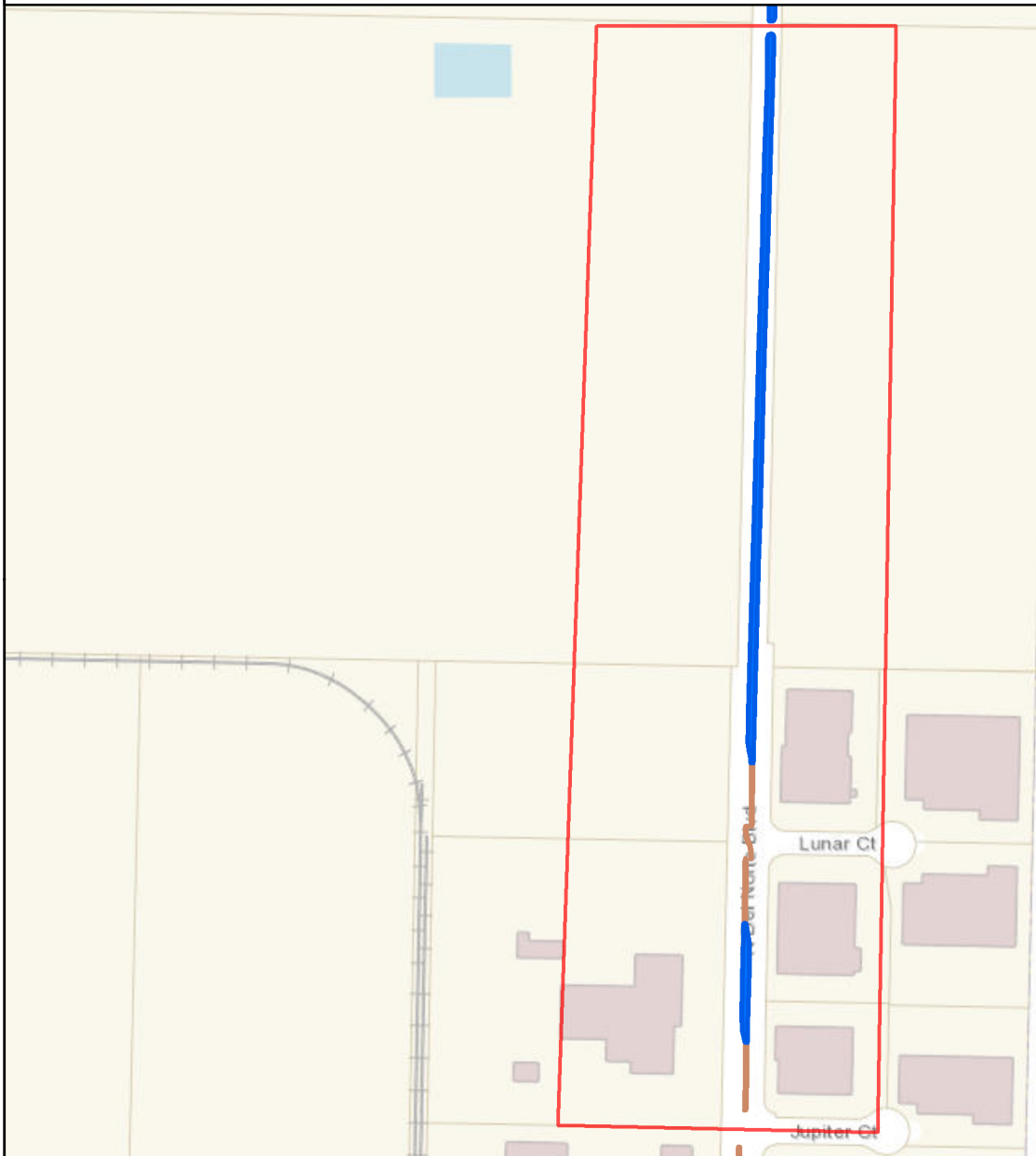
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

-  Trees On Arterial Streets
-  Medians & Parkways
-  Hardscape
-  Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 42 OF 49, DEL NORTE 2



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

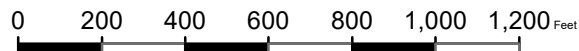
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~33,174 SQ FT
 ~0.76 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~2,431 SQ FT
 ~0.06 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



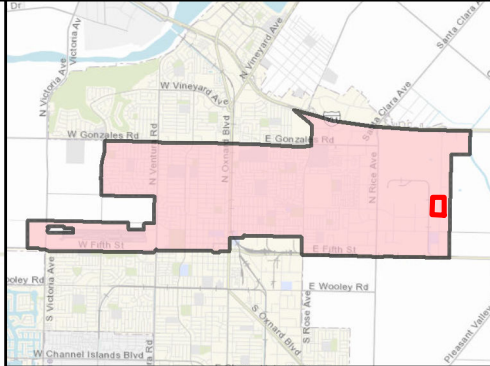
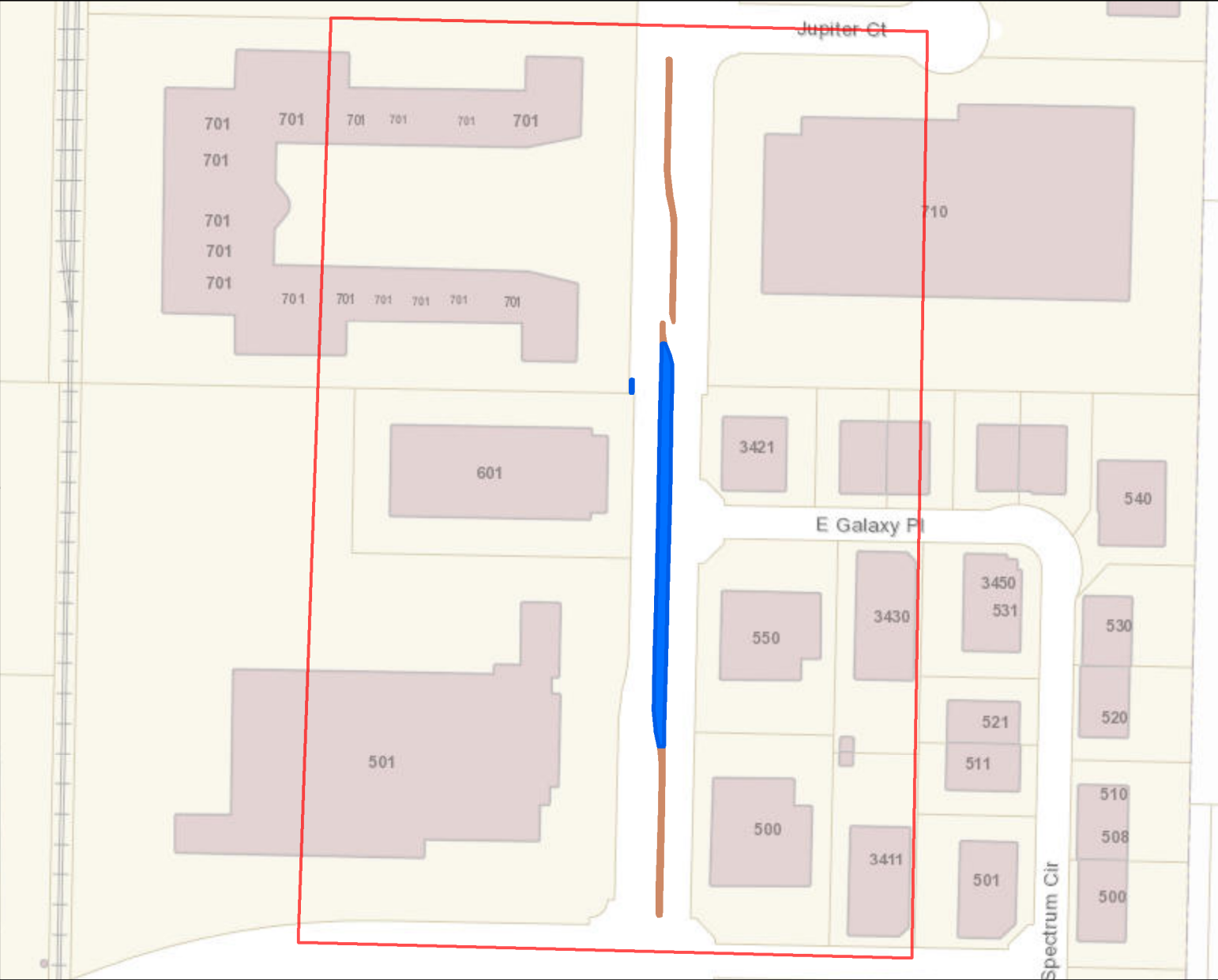
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 43 OF 49, DEL NORTE 3



MAINTENANCE TOTALS	
1	2
3	4
5	6
7	8
9	10
11	12
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15	16
17	18
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77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

REGION 2

TREES: 2,146

MEDIAN & PARKWAY ACRES-
LANDSCAPED: 31.7

HARDSCAPE: 10.0

TREES: 2,146

MEDIAN & PARKWAY ACRES-

LANDSCAPED: 31.7

HARDSCAPE: 10.0

WORK EXTENT	THIS PAGE
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MEDIAN & PARKWAY
LANDSCAPE AREAS:

~8,462 SQ FT

~0.19 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:

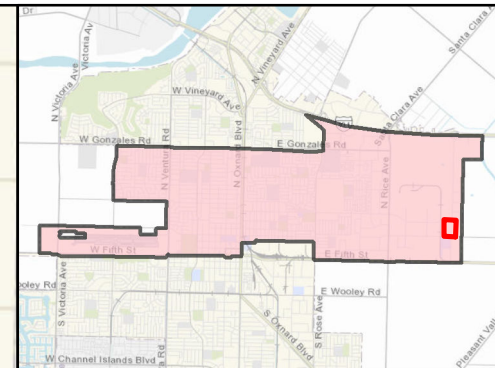
~2,566 SQ FT

~0.06 ACRES

PROJECT TREES:
0 TREES

0 TREES

REGION 2 WORK DETAIL: PAGE 44 OF 49, DEL NORTE 4



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~5,227 SQ FT
 ~0.12 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~3,143 SQ FT
 ~0.07 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



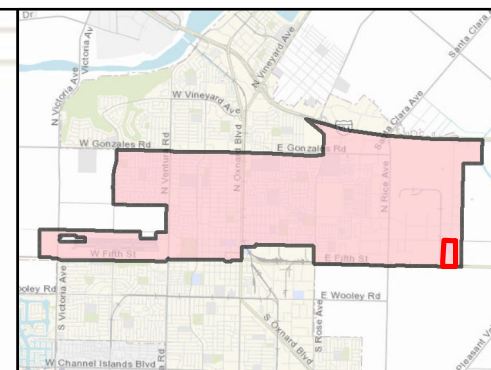
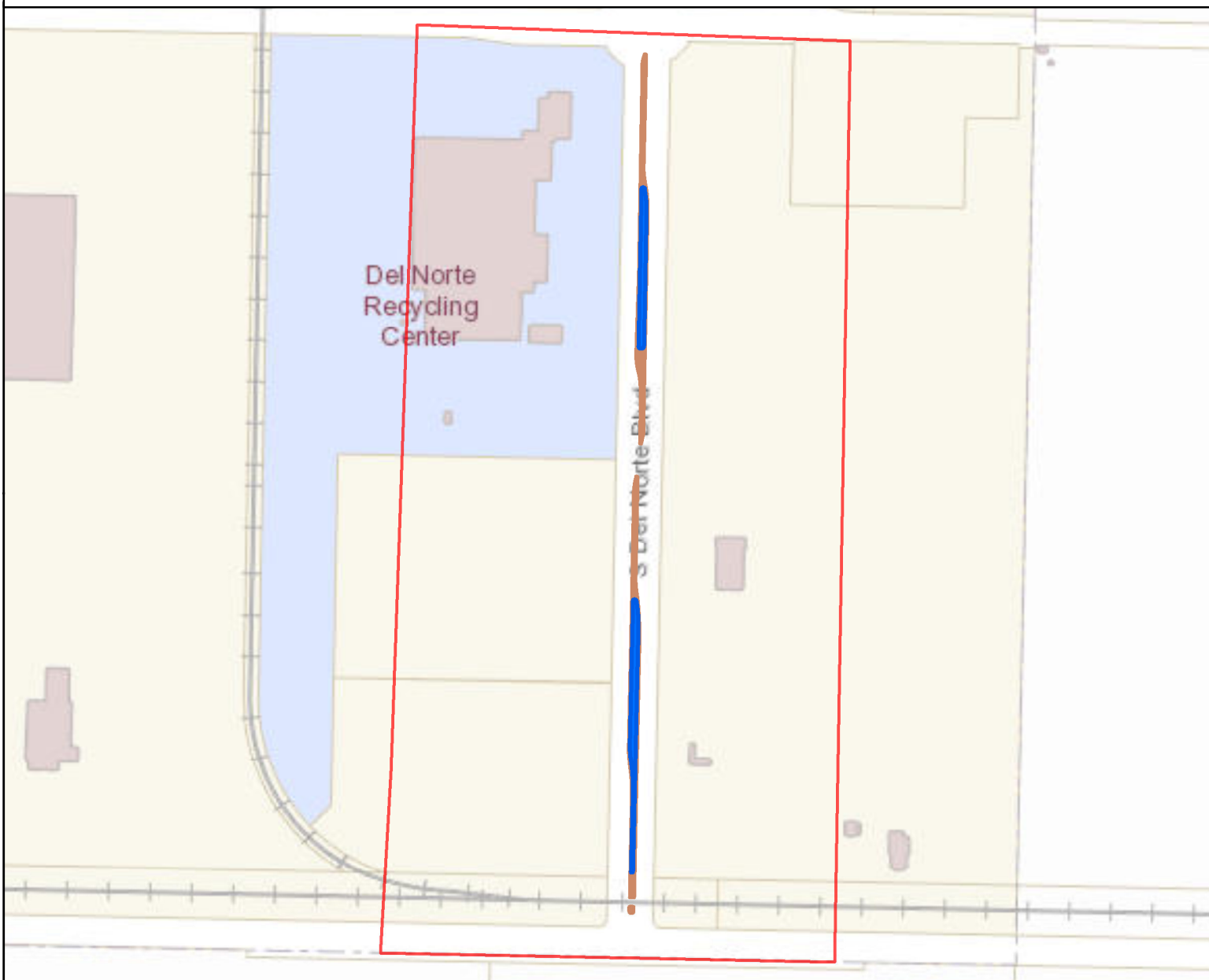
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 45 OF 49, DEL NORTE 5



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~8,125 SQ FT
 ~0.19 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~9,224 SQ FT
 ~0.21 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

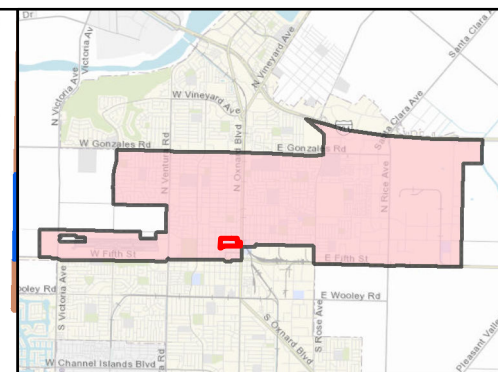
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 46 OF 49, CIVIC CENTER



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~129,764 SQ FT
 ~2.98 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~56,944 SQ FT
 ~1.31 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 400 Feet

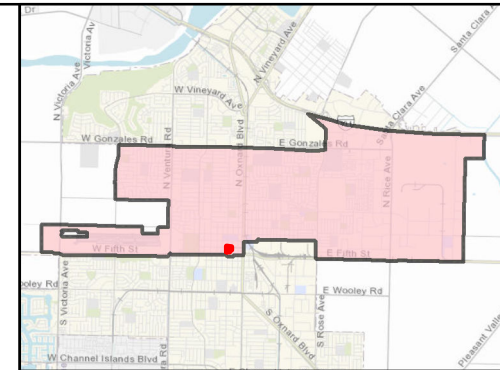
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 47 OF 49, CARNEGIE



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~5,674 SQ FT
 ~0.13 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~700 SQ FT
 ~0.02 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 Feet

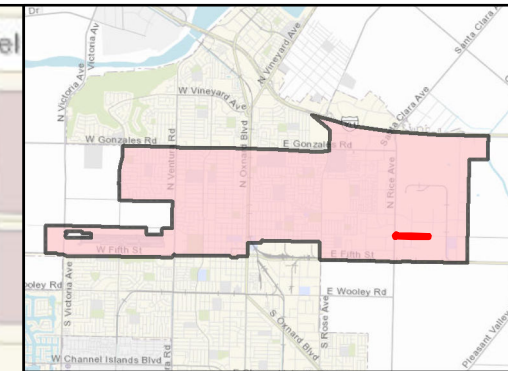
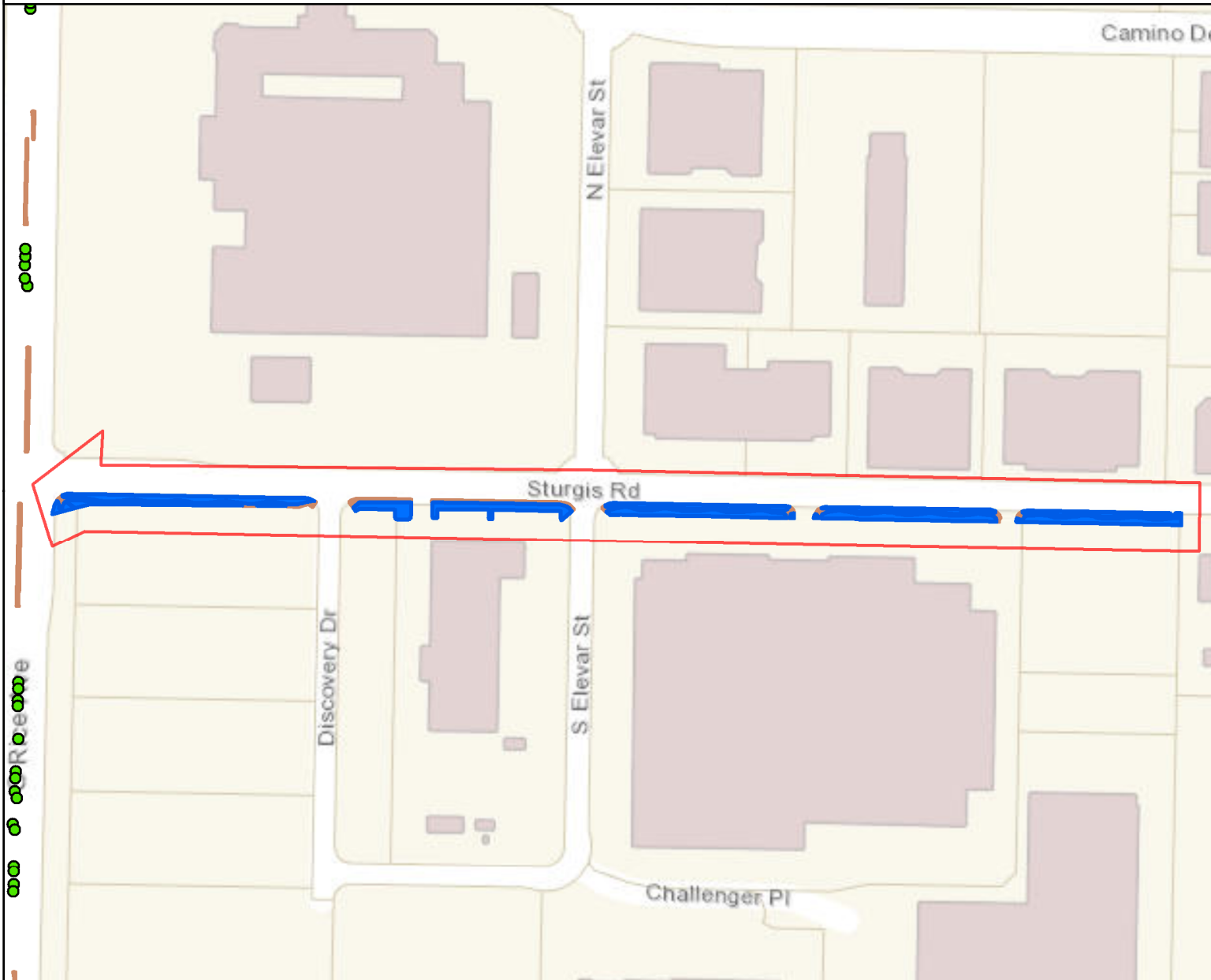
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 48 OF 49, STURGIS 1



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

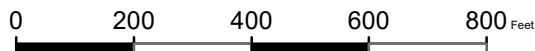
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~38,183 SQ FT
 ~0.88 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~11,904 SQ FT
 ~0.27 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



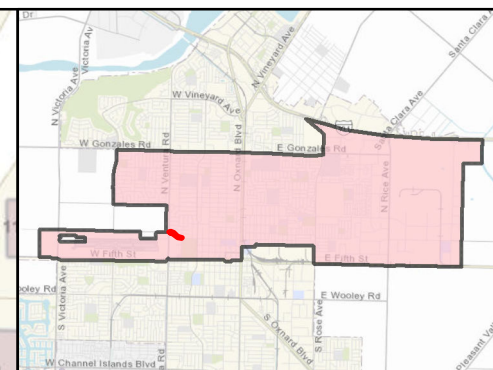
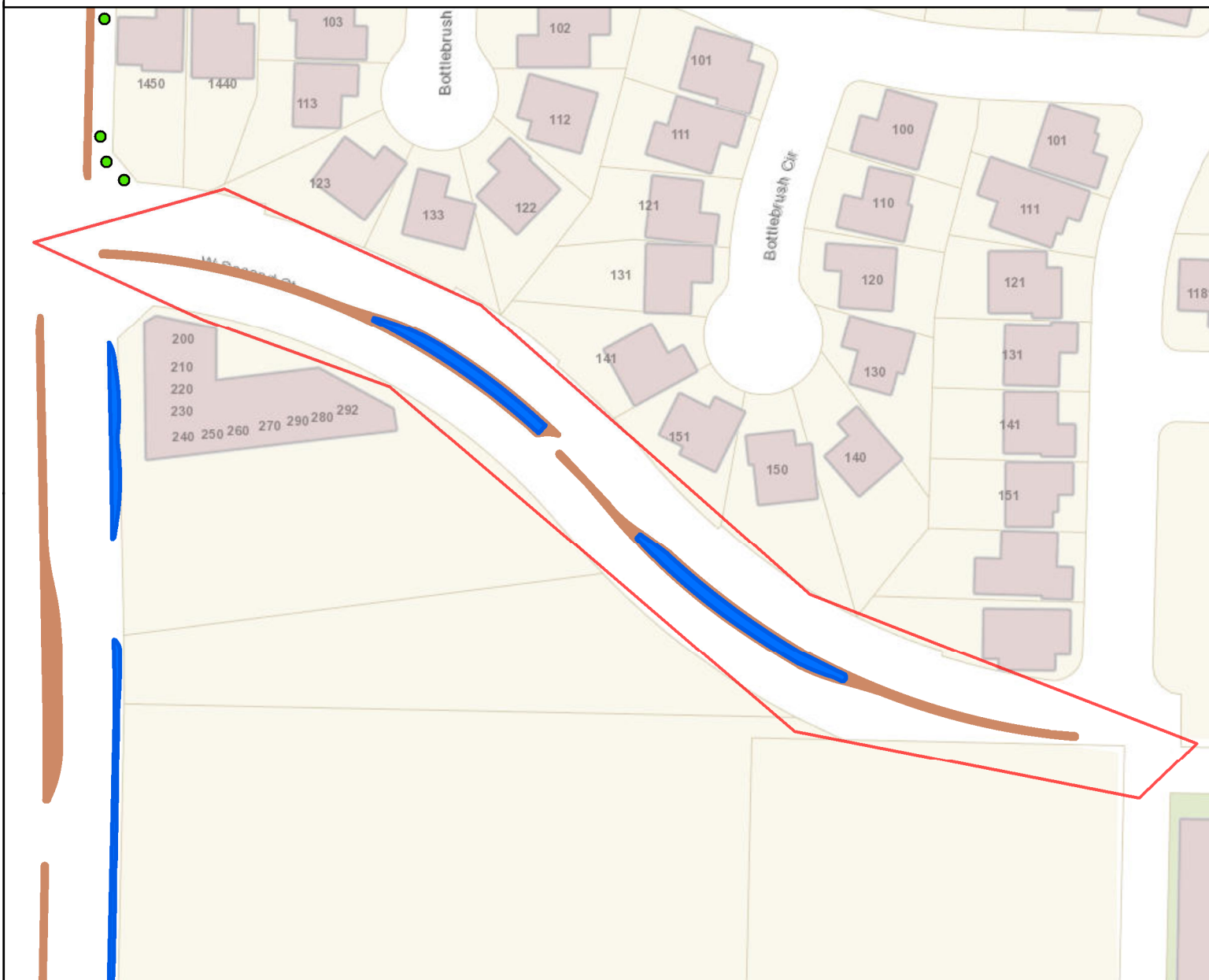
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 2 WORK DETAIL: PAGE 49 OF 49, W SECOND ST



MAINTENANCE TOTALS

REGION 2

TREES: 2,146
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 31.7
 HARDSCAPE: 10.0

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~3,358 SQ FT
 ~0.08 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~4,580 SQ FT
 ~0.11 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 Feet

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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2021
- (2) Vendor: Garcia's Tree Maintenance Service, Inc
- (3) Services: Arterial Tree Pruning throughout Region 3
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein
- (5) Agreement Ending Date: June 30, 2022
- (6) Total Agreement Amount: \$201,025.00
- (7) City's Project Manager: Kevin Thompson, Parks Manager
- (8) Vendor's Project Manager: Tenley Garcia Hernandez
- (9) Insurance Coverage: INS-D
- (10) What wages are required for this Project?
☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

- (11) Addresses for Notice:

FOR VENDOR:

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

FOR CITY:

300 W. Third Street
Oxnard, CA 93030
Attn: Kevin Thompson, Parks Manager

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

kevin.thompsonpw@oxnard.org

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

Scope of Services Exhibit

Rates and Costs Exhibit

Schedule of Services Exhibit

Living Wage Policy Exhibit

Prevailing Wages Exhibit

Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

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

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

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

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

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

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

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

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

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

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

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.
39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.
40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

GARCIA'S TREE MAINTENANCE SERVICES INC.

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

 Tenley Garcia Hernandez, President² 4.27.21
 Date

 Tenley Garcia Hernandez, Secretary 4.27.21
 Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

The tree pruning will be done, per the pre-designed regions, along arterial street segments (grids) that include all trees identified in the detail. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture, Pruning Standards (Best Management Practices), the ANSI A300 Standards, and City Maintenance Standards. Vendor shall be required to furnish all supervision, labor, equipment, and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned a minimum of one time by the end of the Contract period.

A. PRUNING

1. Grid Tree Pruning

As identified in the specification details, all arterial median and parkway trees in each region shall be pruned regardless of size. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. No more than 25% of the foliage is to be removed at a given time.

- (a) Vendor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- (b) Vendor shall notify residents within forty-eight (48) hours prior to work being performed.
- (c) Vendor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the Work.
- (d) Vendor shall endeavor to maintain good public relations at all times. The Work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Vendor shall be responsible for advance notification to the residents at each Work location of the intended tree operations. The Vendor shall be responsible to see that private property and vehicles at Work locations are not endangered or damaged during the course of Work.
- (e) Vendor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Vendor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of high voltage power lines. In the event that aerial utility wires present a hazard to the Vendor's personnel or others near the Work site, Work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that Work causes excavation, the City is responsible for properly marking the location and the Vendor is responsible for appropriate notification of Underground Service Alert (USA).

- (f) No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for removals and inaccessible Palms when needed.
- (g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- (h) Topping shall not be done unless specifically requested by the City.
- (j) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, $\frac{1}{2}$ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
- (k) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.
- (l) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- (m) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- (n) Heading cuts and/or topping will not be allowed without City approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.
- (o) Tree Pruning by Grid on the Bid sheet is priced per tree and is based on tree pruning in pre-designated regions or grids that includes all trees (small, medium and large sized).

2. Pruning for Clearance

As directed by City staff, tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City staff and conform to the following:

- (a) The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

(b) Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

(c) When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms in a manner selected by the Vendor and approved by the City staff and in accordance with the following:

(a) The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City Project Manager. The Vendor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City palm trees.

(b) Palm Skinning is not included in this scope of service. Any requested palm skinning will be performed for an additional cost of time and material with prior approval from authorized City personnel.

B. WORK QUALITY

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Vendor shall also meet the requirements of the current American National Standards, Z133, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City Project Manager shall determine if the Vendor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Vendor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

C. SCHEDULE

Prior to beginning the work, the Vendor shall review with the City Project Manager the various methods, tools, and work scheduling to be used on the project.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M., depending on City ordinances. Work will not be performed adjacent to residential housing before 8 a.m.

All debris resulting from tree pruning operations shall be removed from the Work site on a daily basis.

D. CLEAN UP

Vendor shall clean all job sites when Work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled Work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris, or equipment be left on the street overnight.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City staff or authorized representative shall be the sole judge as to the adequacy of the cleanup.

E. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Vendor's operations under this Contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report:

Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the City on a monthly basis.

2. Wood Chips:

(a) Chips generated from pruning operations within the City may first be dumped at a City designated site.

(b) At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.

3. Milling (additional service & cost):

At the direction of the City, large tree trunks, which meet proper specifications, may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

F. PAYMENT

Vendor shall only invoice for time spent at the locations of service and work that has been completed.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

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

G. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. Additional Work may be added to the Contract Work as the need arises. The Vendor shall perform all specified and approved additional Work at the unit prices submitted with this bid proposal.
2. The Vendor must be willing to provide a competitive price for additional Work that may be added to the Contract. Vendor will be required to demonstrate the ability to properly execute the expanded Workload with the necessary increase in labor, materials and equipment needed to complete the additional Work in a timely manner.

H. GENERAL REQUIREMENTS

1. Workforce

Contractor shall designate a qualified representative with experience in arboriculture 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.

2. Licenses, Permits and Certifications

- (a) Vendor shall maintain a State Tree Service Vendor's license (D-49). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments.
- (b) Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

3. Property Damage

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.

I. Traffic Control

The Vendor shall maintain the following requirements:

- A. Vendor shall submit traffic control plans for approval by the City Traffic Engineer. The traffic control plan must be approved by City prior to beginning Work. City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.
- B. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

- C. Traffic control plans must conform to the SSS and to the MUTCD.
- D. Working hours shall be from 8:30 AM to 3:30 PM within traffic lane and 8:00 AM to 5:00 PM outside the traffic lane. No interference with traffic at all other times.
- E. No lane closure beyond the Work areas.

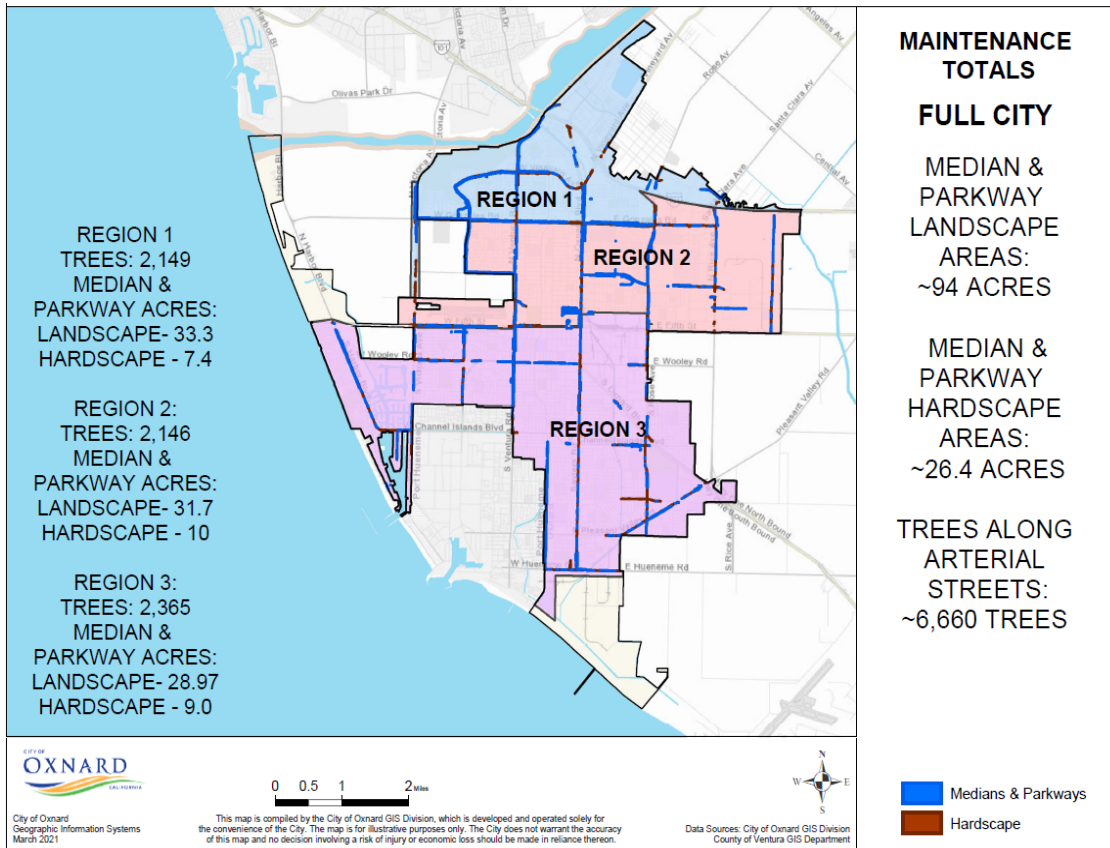
The City Inspector shall stop operations if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Vendor's expense.

Furnishing and installing traffic control plans, work area traffic control devices, flagging and any other traffic control Work shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

RATES AND COSTS EXHIBIT

The Vendor(s) shall provide pruning services for all trees within the City's arterial medians and parkways.

	Total Cost
Region 3	\$201,025.00
Hourly Rate for as-needed tasks	\$ 150 /hour
Material mark up rate for as-needed tasks	10%



SCHEDULE OF SERVICES EXHIBIT

The period of performance anticipated for this solicitation and shall be for 1 year, from July 1, 2021- June 30, 2021 or effective upon signature of an Agreement by both parties, unless terminated earlier. Extension of this agreement shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

The intention of this solicitation is to have pruning services being conducted in all three regions simultaneously, and to have all trees located within the regions to be serviced within the first six months of the agreement. Work may be extended out past six months, but may not exceed 12 months based on uncontrollable delays, such as weather, with the approval of the City.

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

Rev. 4/21

INS-D.doc

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☐ _____

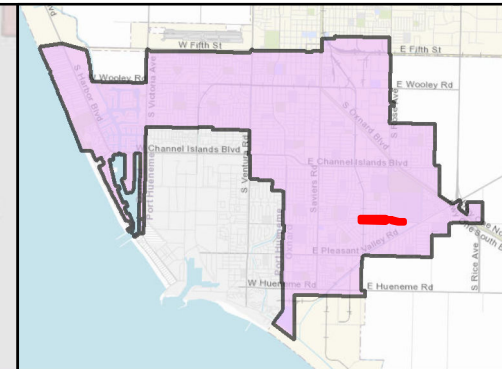
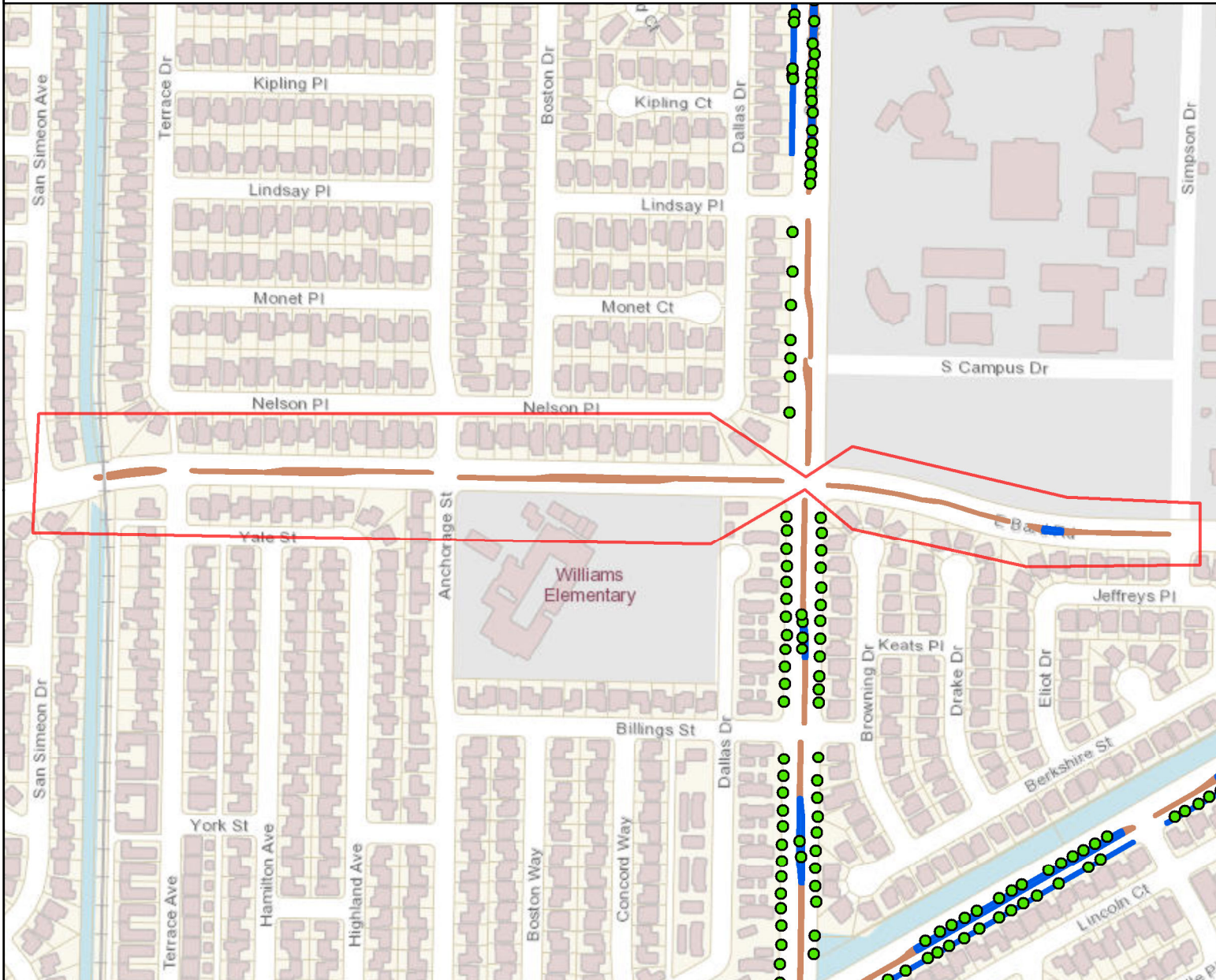
I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____

REGION 3 WORK DETAIL: PAGE 1 OF 51, BARD RD



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

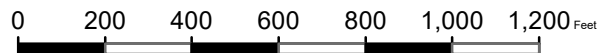
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~771 SQ FT
 ~0.02 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~18,161 SQ FT
 ~0.42 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



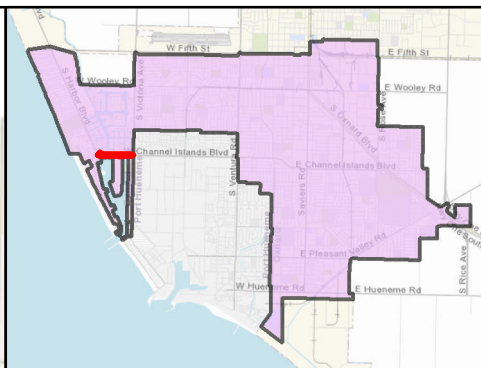
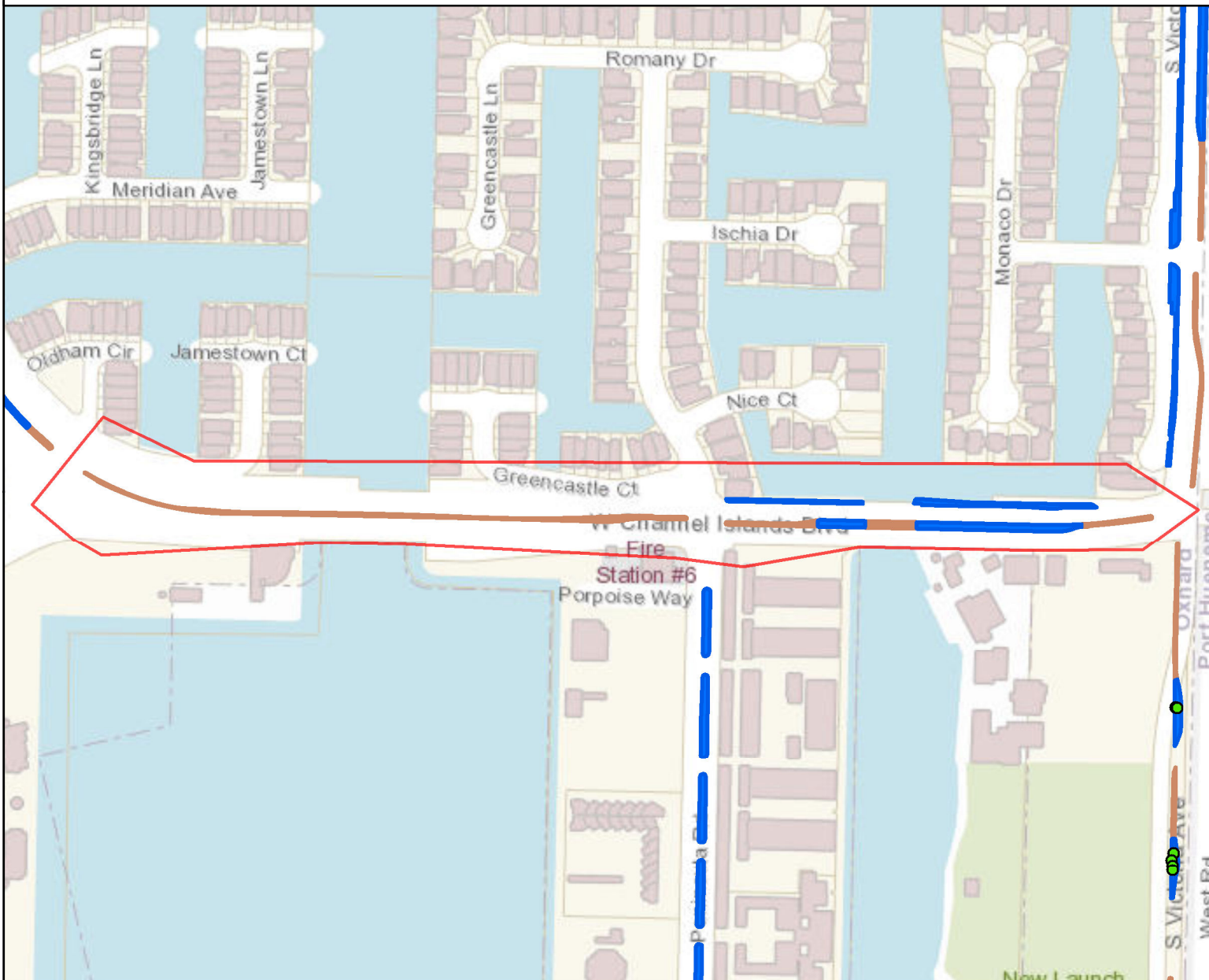
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.



Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 2 OF 51, CHANNEL ISLANDS 1



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~13,540 SQ FT
 ~0.31 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~11,966 SQ FT
 ~0.27 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



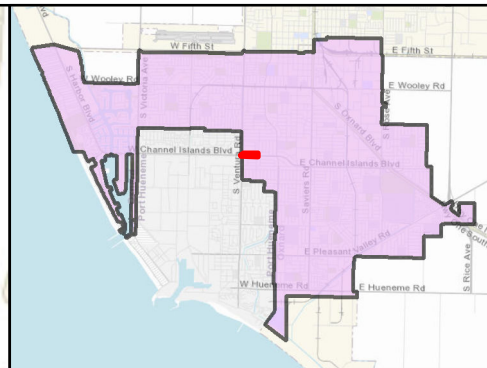
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 3 OF 51, CHANNEL ISLANDS 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~1,766 SQ FT
 ~0.04 ACRES

PROJECT TREES:
 12 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 400 Feet

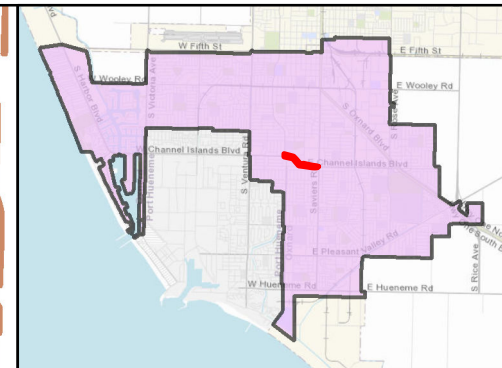
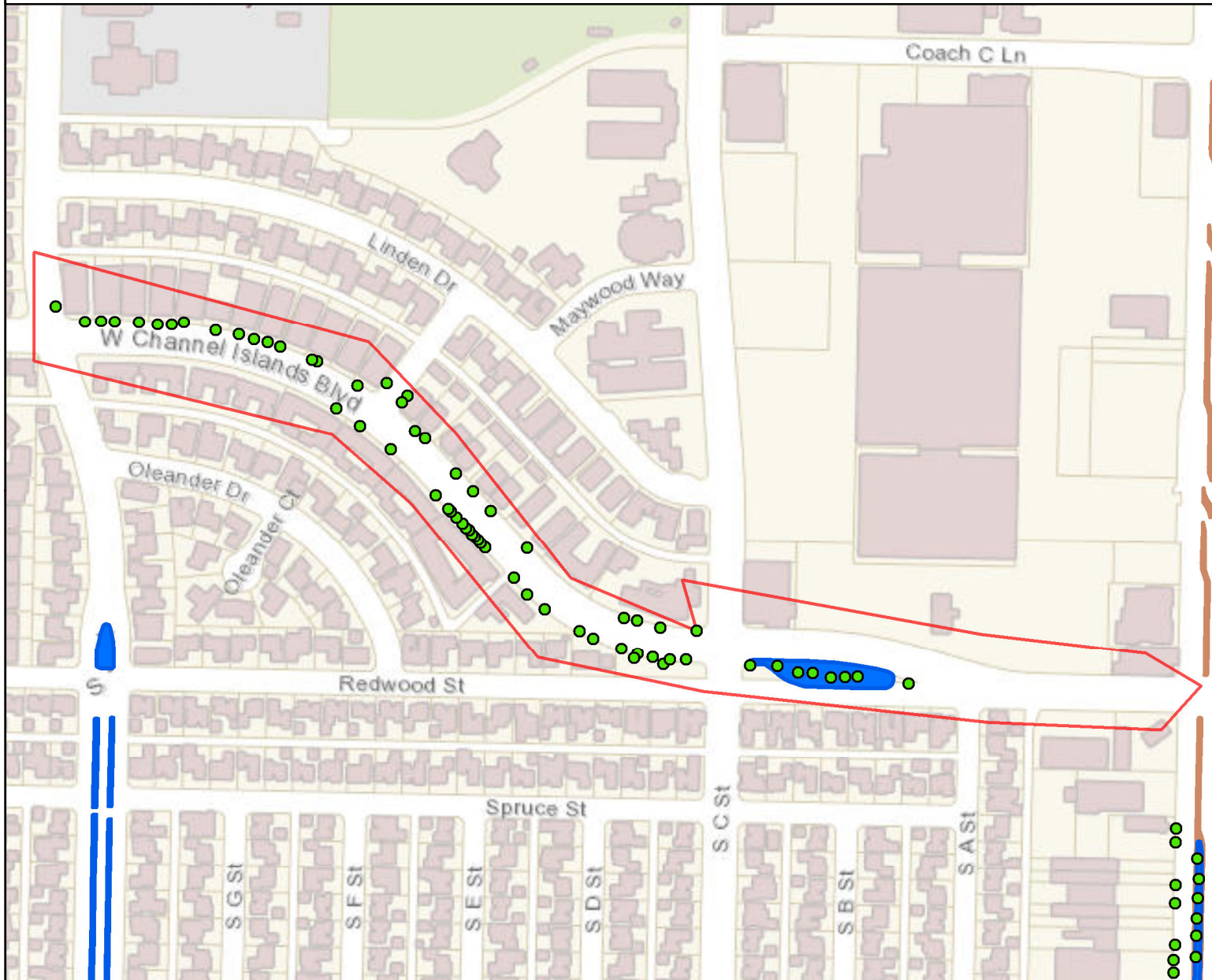
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 4 OF 51, CHANNEL ISLANDS 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~13,838 SQ FT
 ~0.32 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

PROJECT TREES:
 64 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

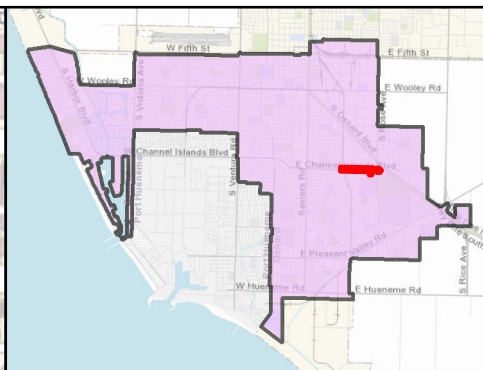
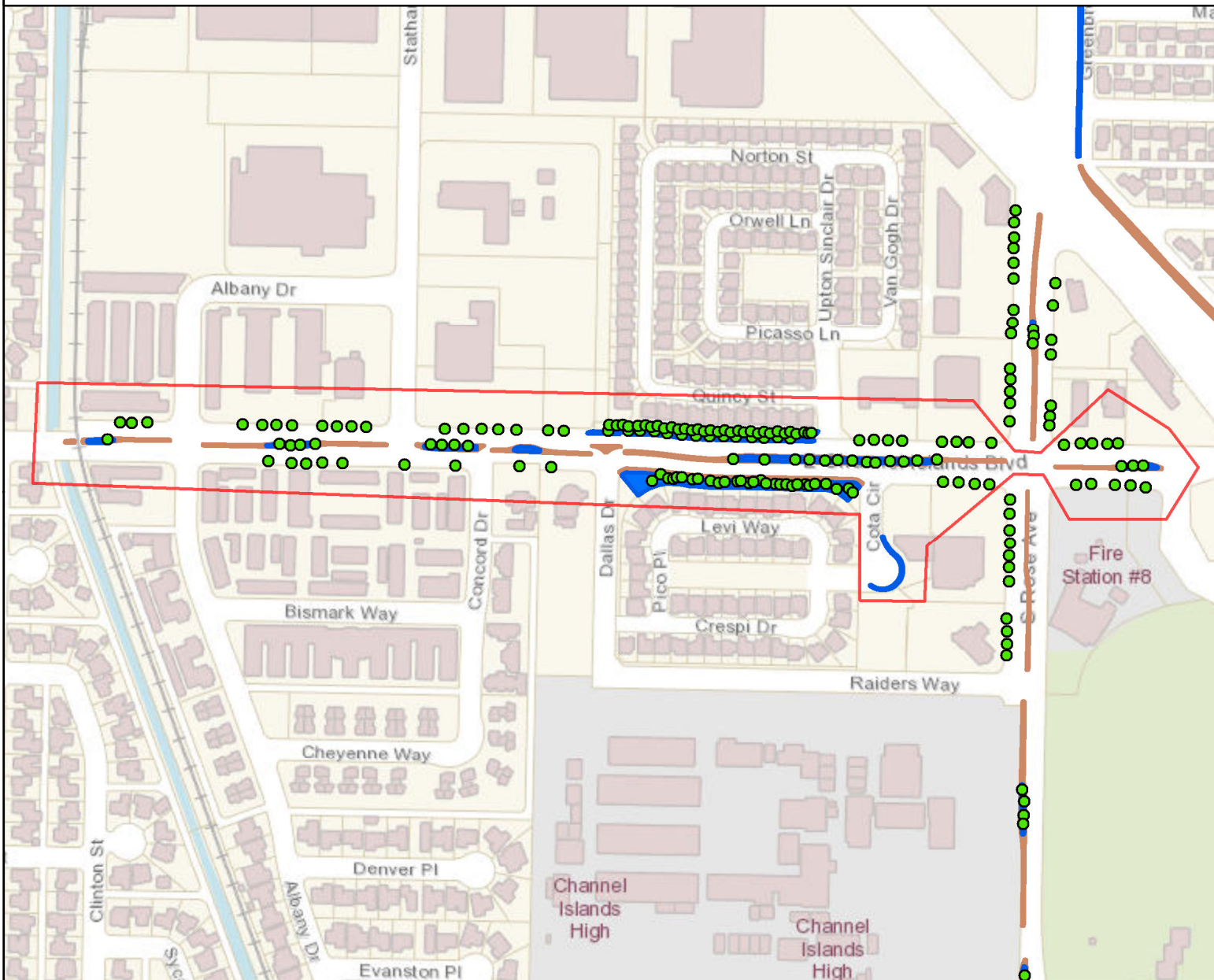
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 5 OF 51, CHANNEL ISLANDS 4



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~42,753 SQ FT
 ~0.98 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~18,776 SQ FT
 ~0.43 ACRES

PROJECT TREES:
 149 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 400 600 800 1,000 1,200 Feet

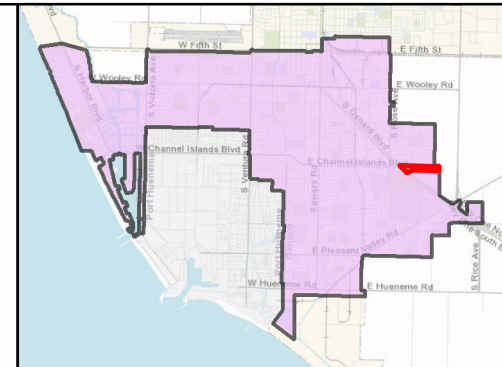
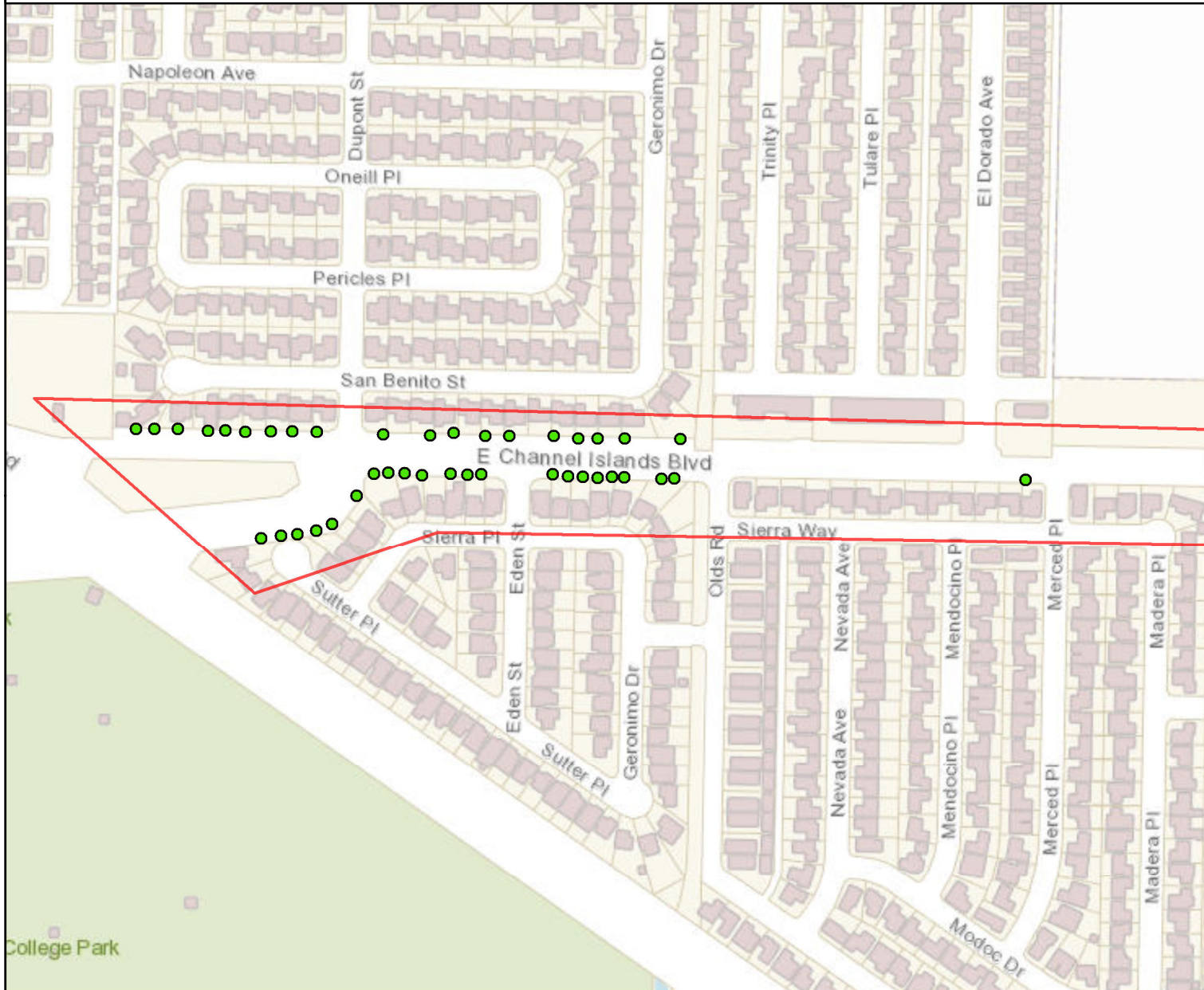
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 6 OF 51, CHANNELS ISLANDS 5



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

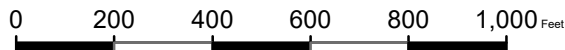
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

PROJECT TREES:
 41 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

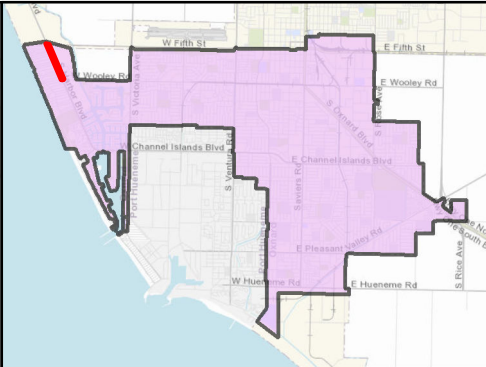
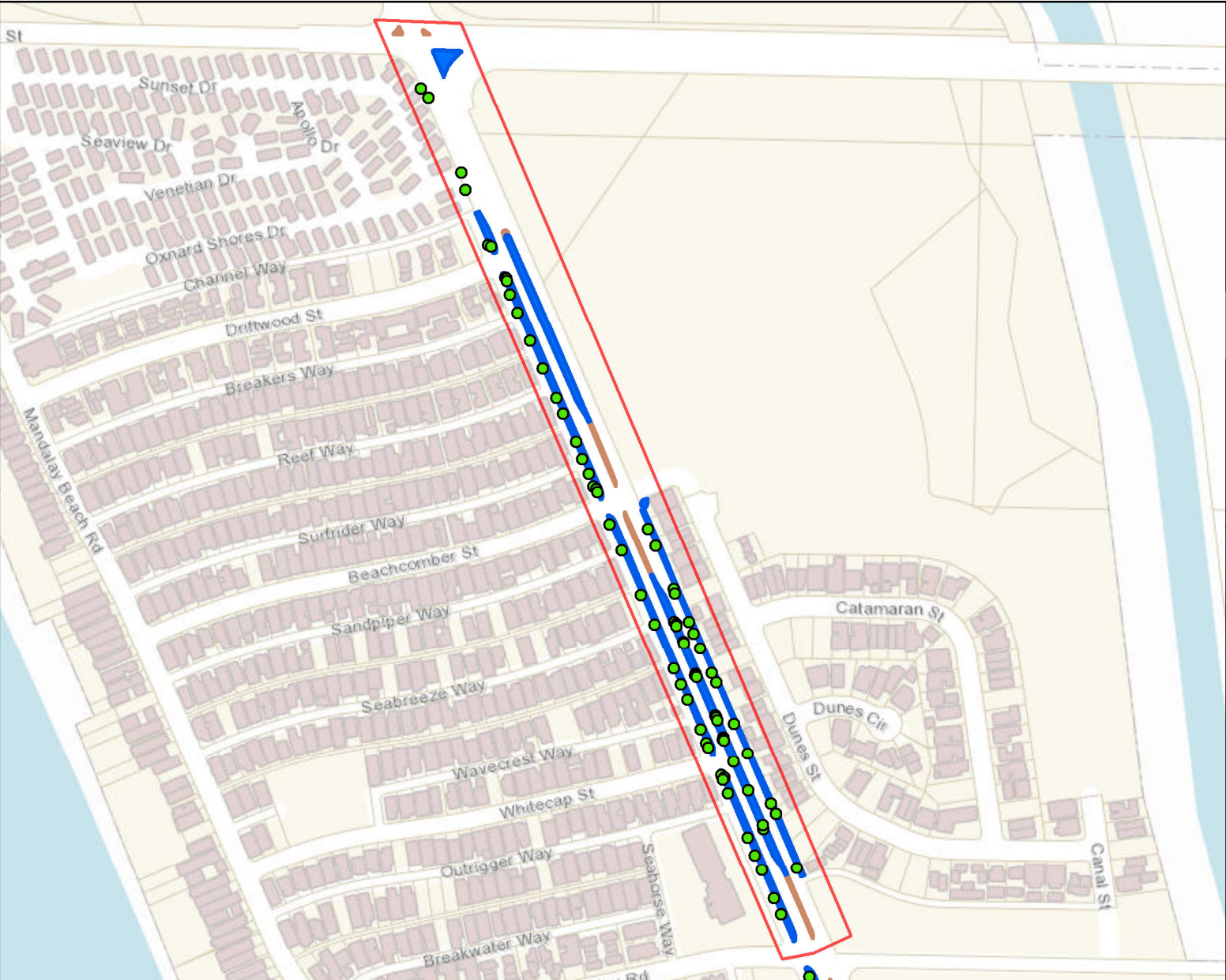


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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map



**MAINTENANCE
TOTALS**

REGION 3

TREES: 2,365
MEDIAN & PARKWAY ACRES-
LANDSCAPED: 28.97
HARDSCAPE: 9.03

**WORK EXTENT
THIS PAGE**

MEDIAN & PARKWAY
LANDSCAPE AREAS:
~66,260 SQ FT
~1.52 ACRES

MEDIAN & PARKWAY
HARDSCAPE AREAS:
~4,133 SQ FT
~0.09 ACRES

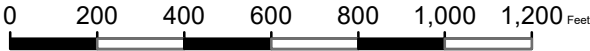
PROJECT TREES:
72 TREES



City of Oxnard
Geographic Information Systems
March 2021

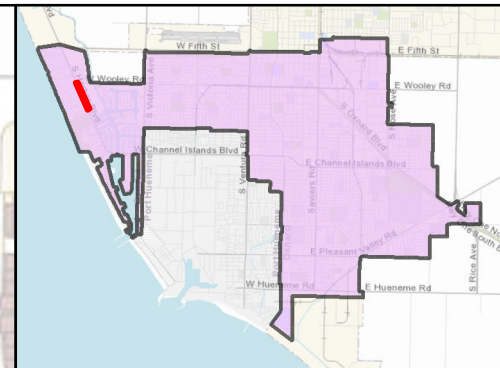
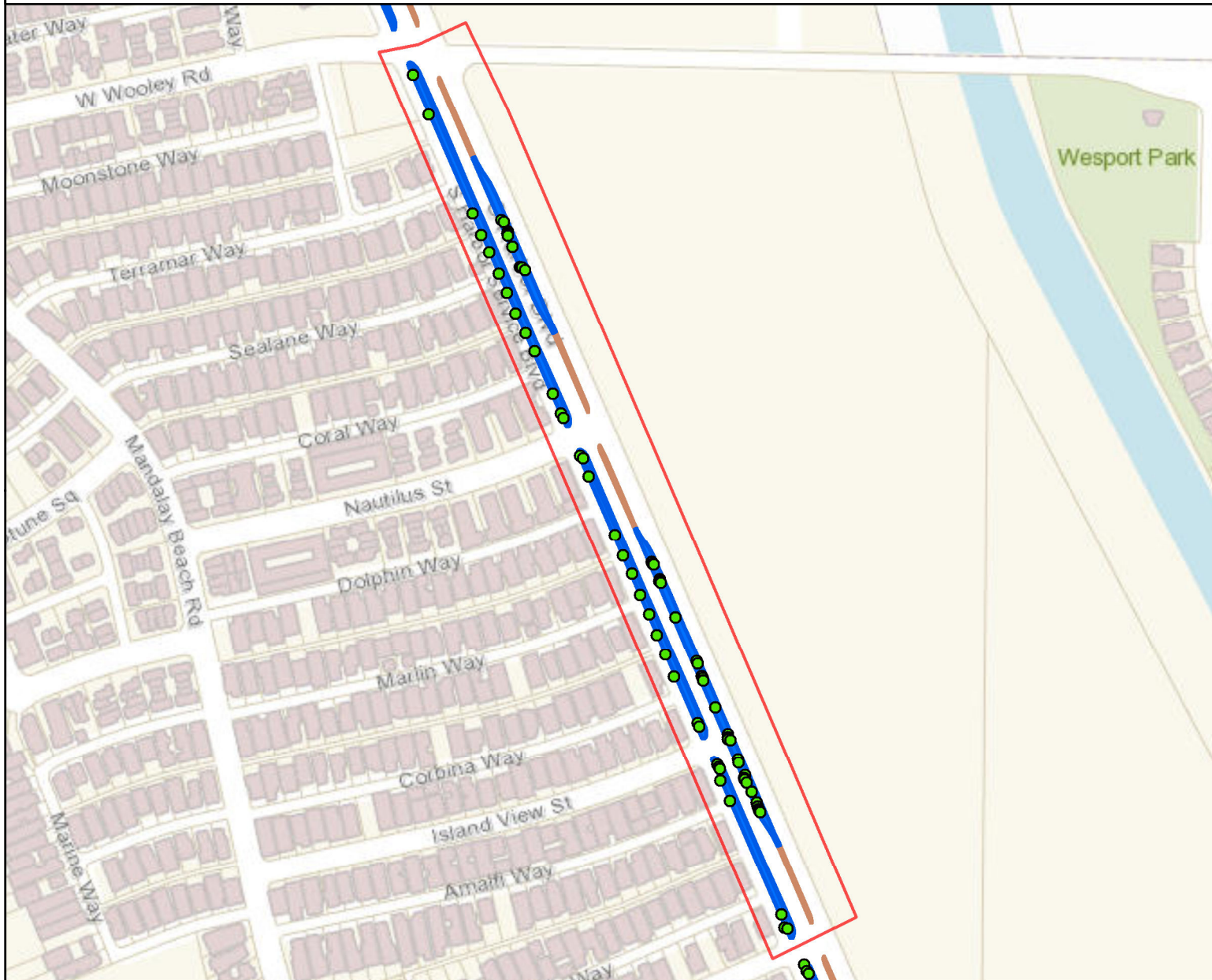
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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 8 OF 51, HARBOR 2/ WOOLEY 1



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~52,336 SQ FT
 ~1.2 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~4,671 SQ FT
 ~0.11 ACRES

PROJECT TREES:
 72 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 400 600 800 1,000 Feet

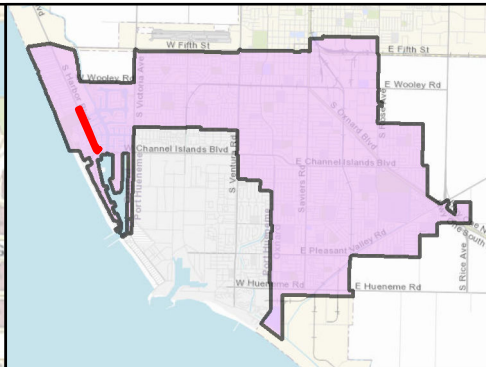
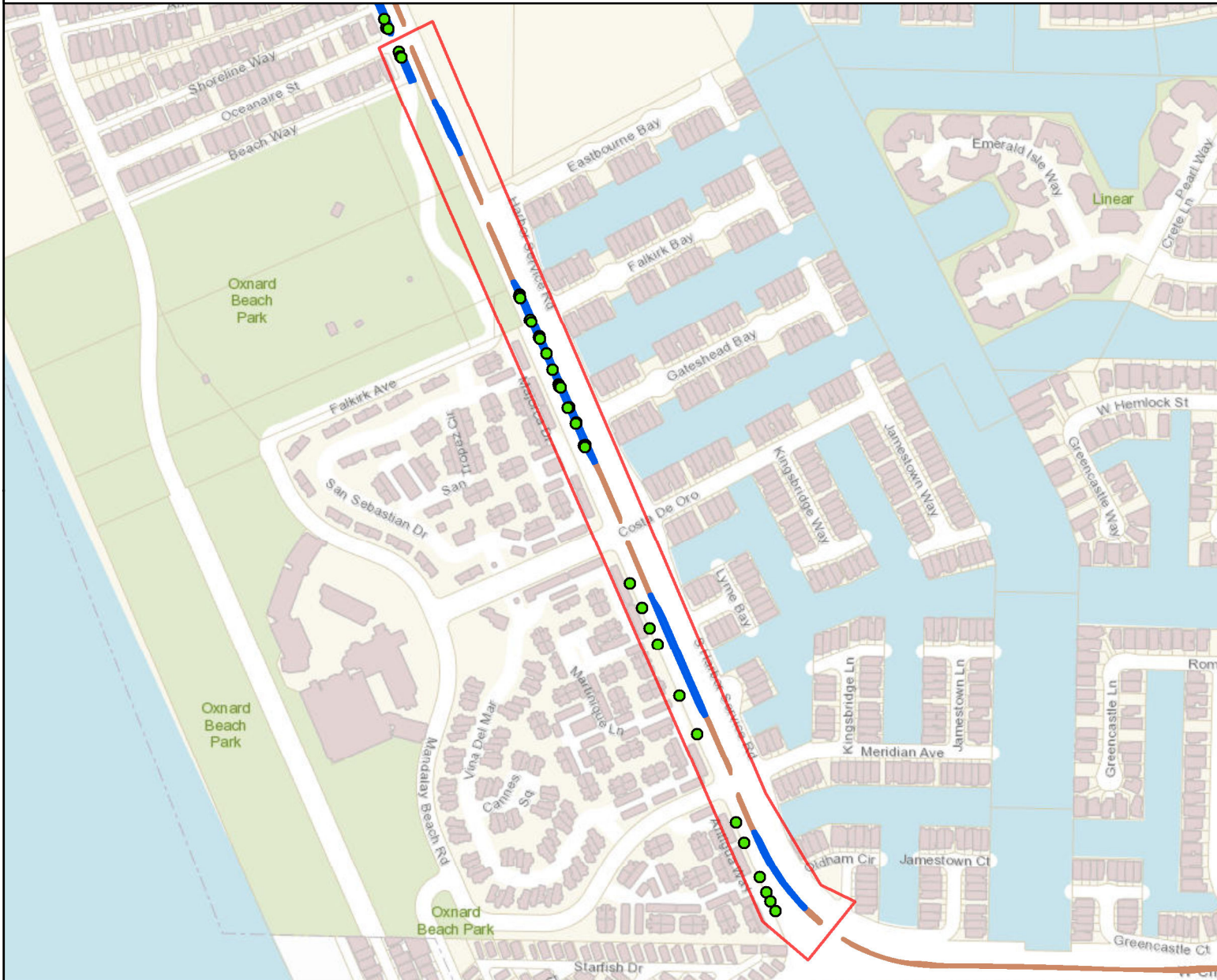
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 9 OF 51, HARBOR 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~26,452 SQ FT
 ~0.61 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~9,158 SQ FT
 ~0.21 ACRES

PROJECT TREES:
 37 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 400 600 800 1,000 1,200 1,400 1,600 Feet

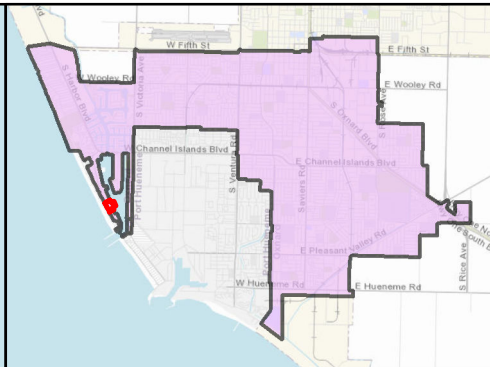
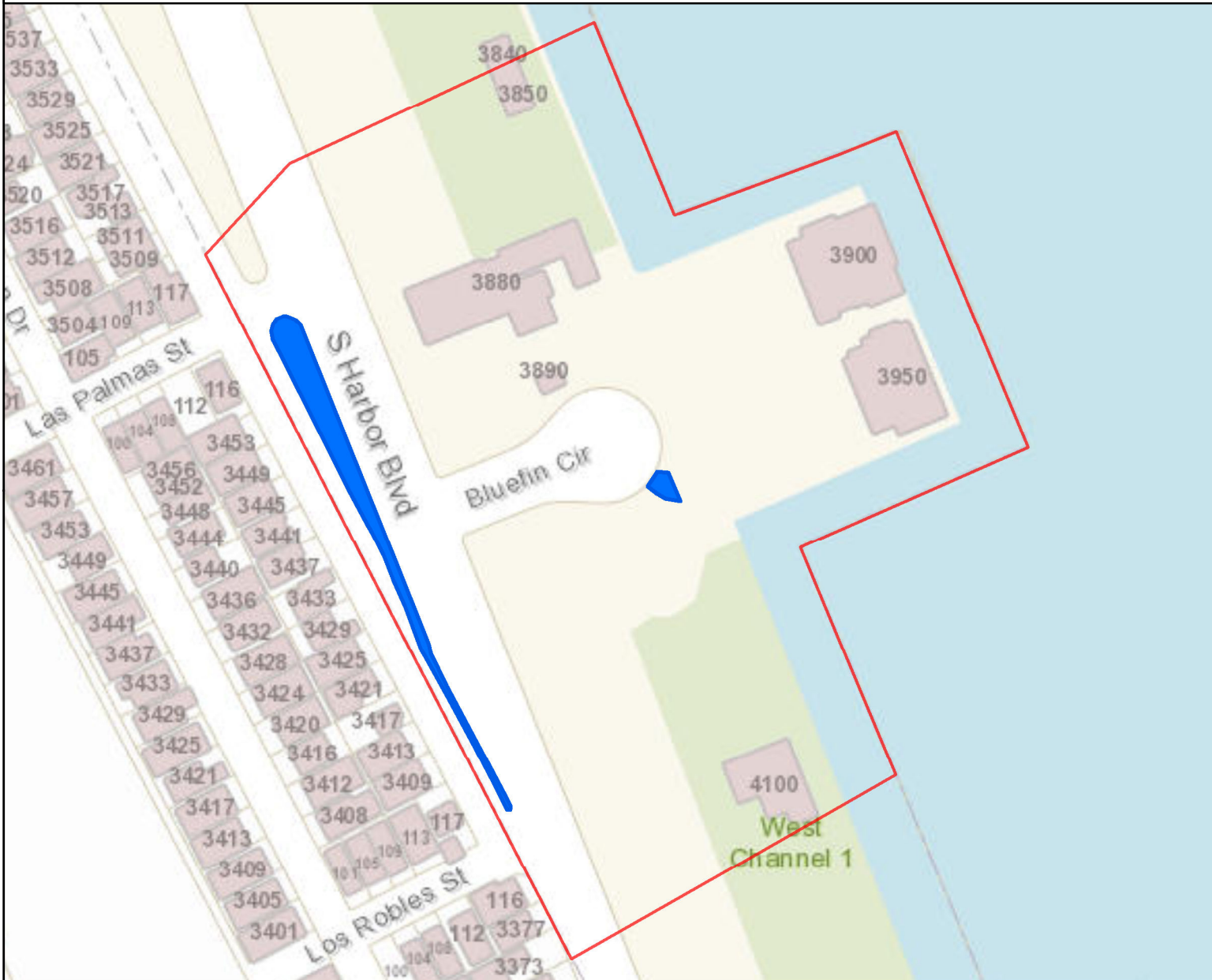
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 10 OF 51, HARBOR 4



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~7,838 SQ FT
 ~0.18 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



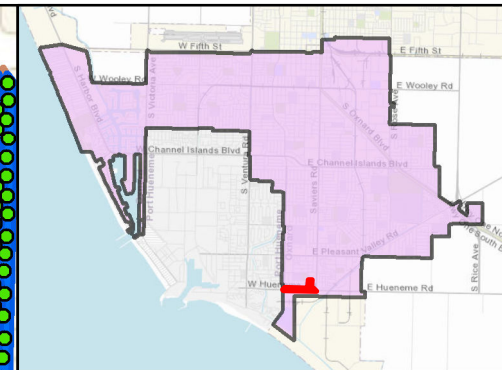
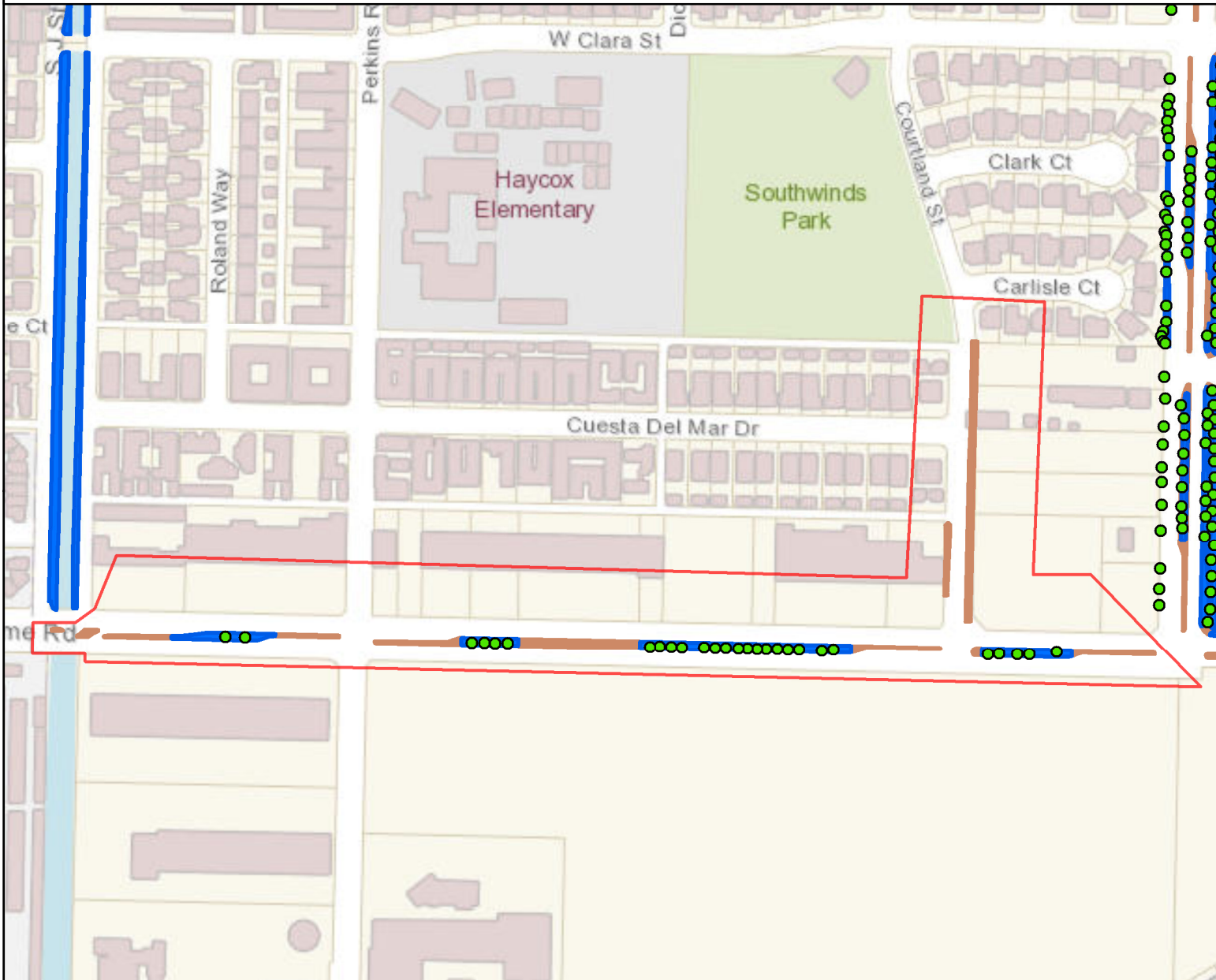
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 11 OF 51, HUENEME RD 1



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

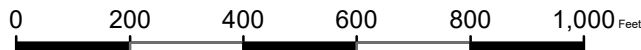
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~15,295 SQ FT
 ~0.35 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~18,193 SQ FT
 ~0.42 ACRES

PROJECT TREES:
 27 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



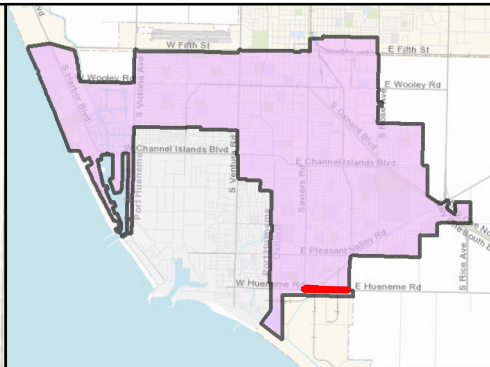
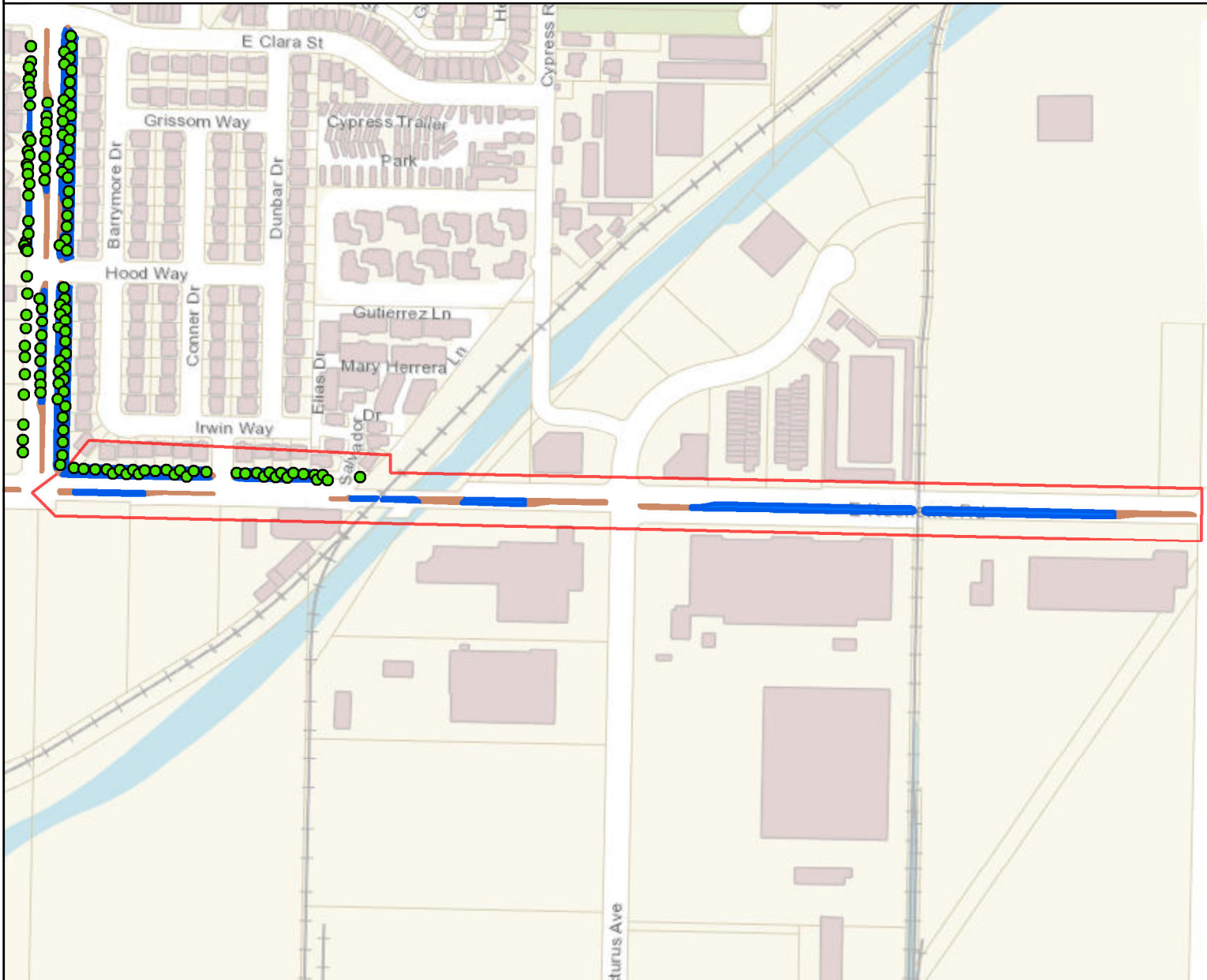
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 12 OF 51, HUENEME RD 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

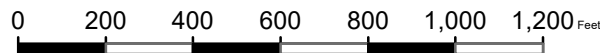
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~40,760 SQ FT
 ~0.94 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~11,849 SQ FT
 ~0.27 ACRES

PROJECT TREES:
 32 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



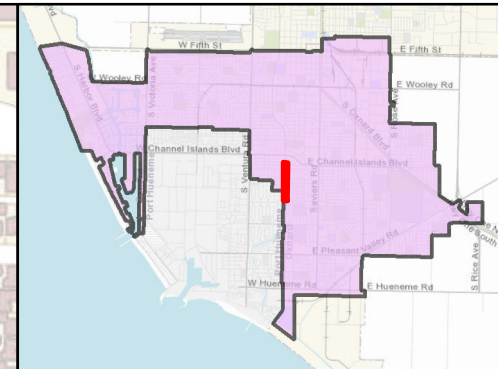
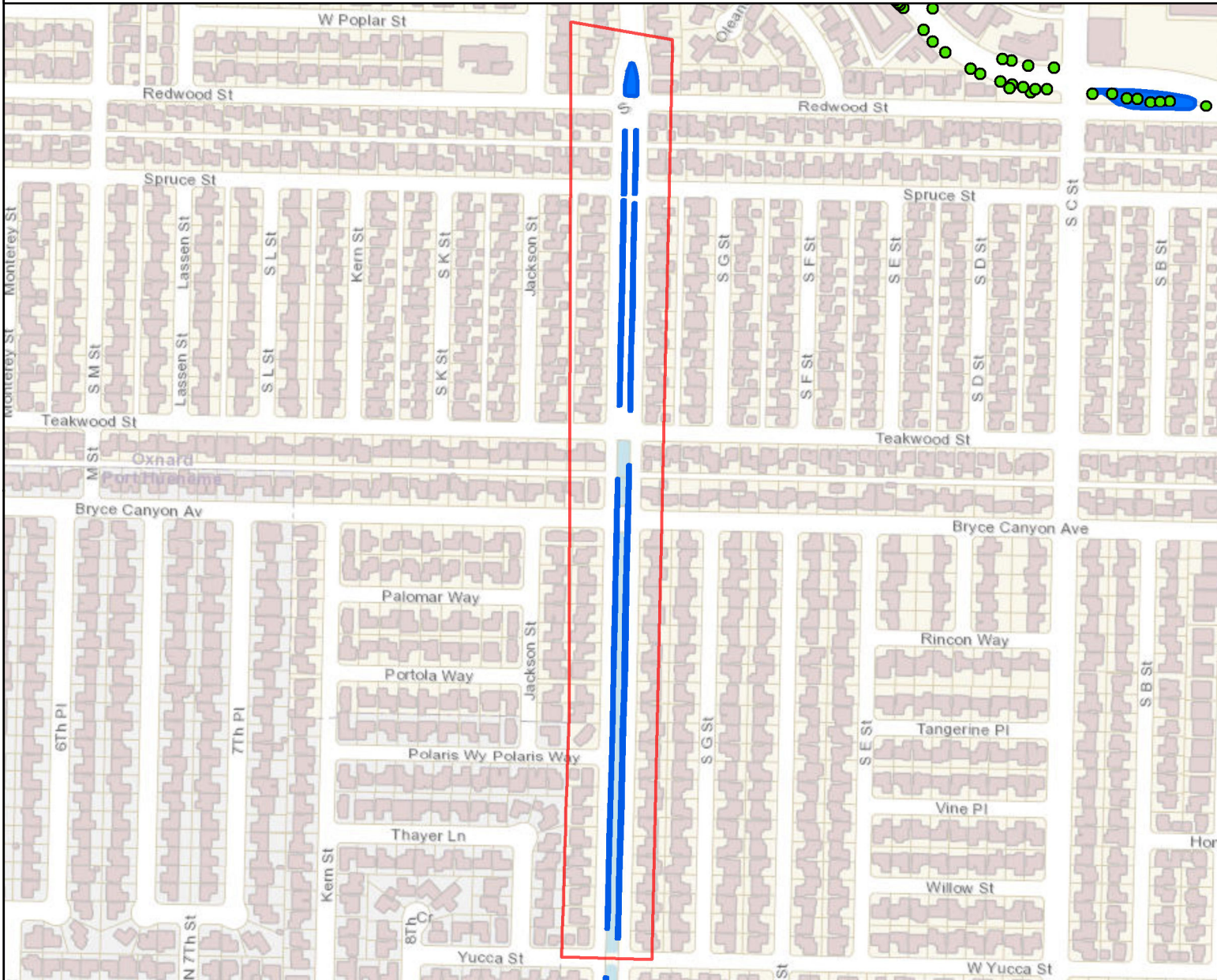
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 13 OF 51, J ST 1



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

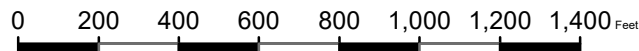
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~35,036 SQ FT
 ~0.8 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



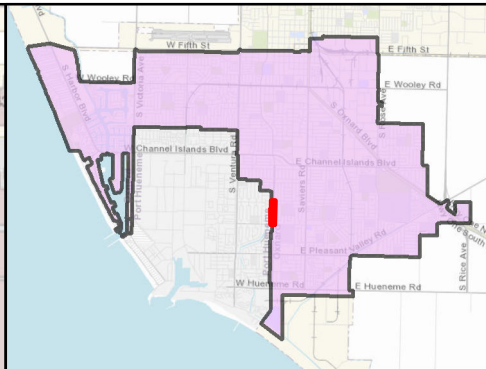
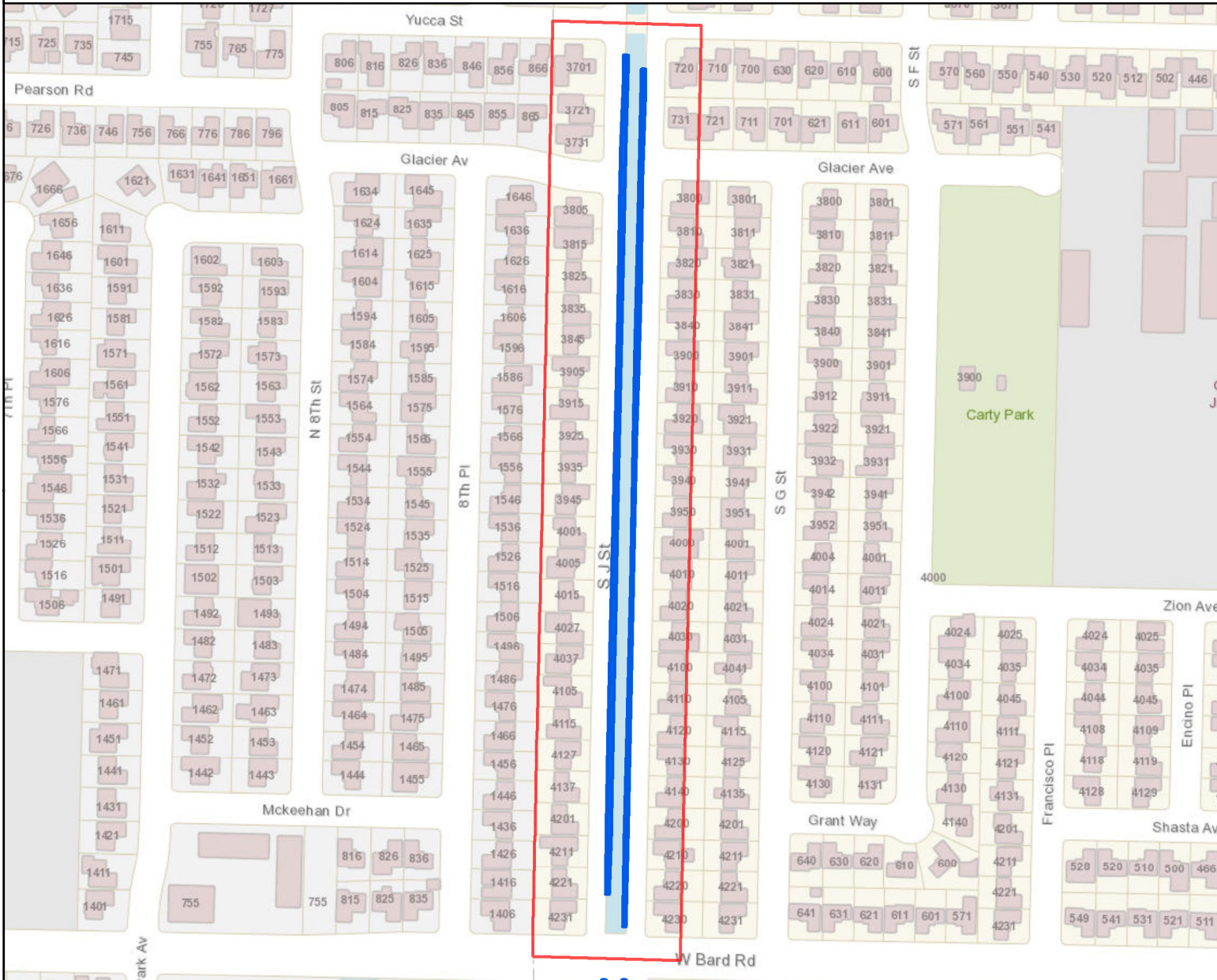
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 14 OF 51, J ST 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

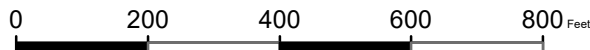
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~21,887 SQ FT
 ~0.5 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



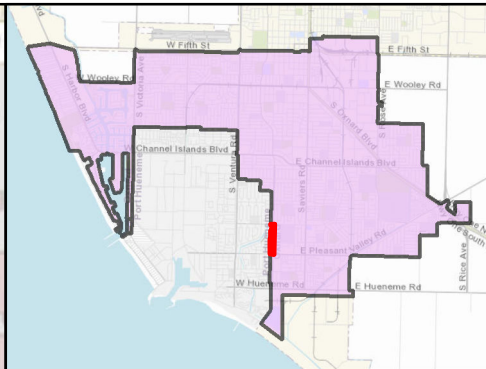
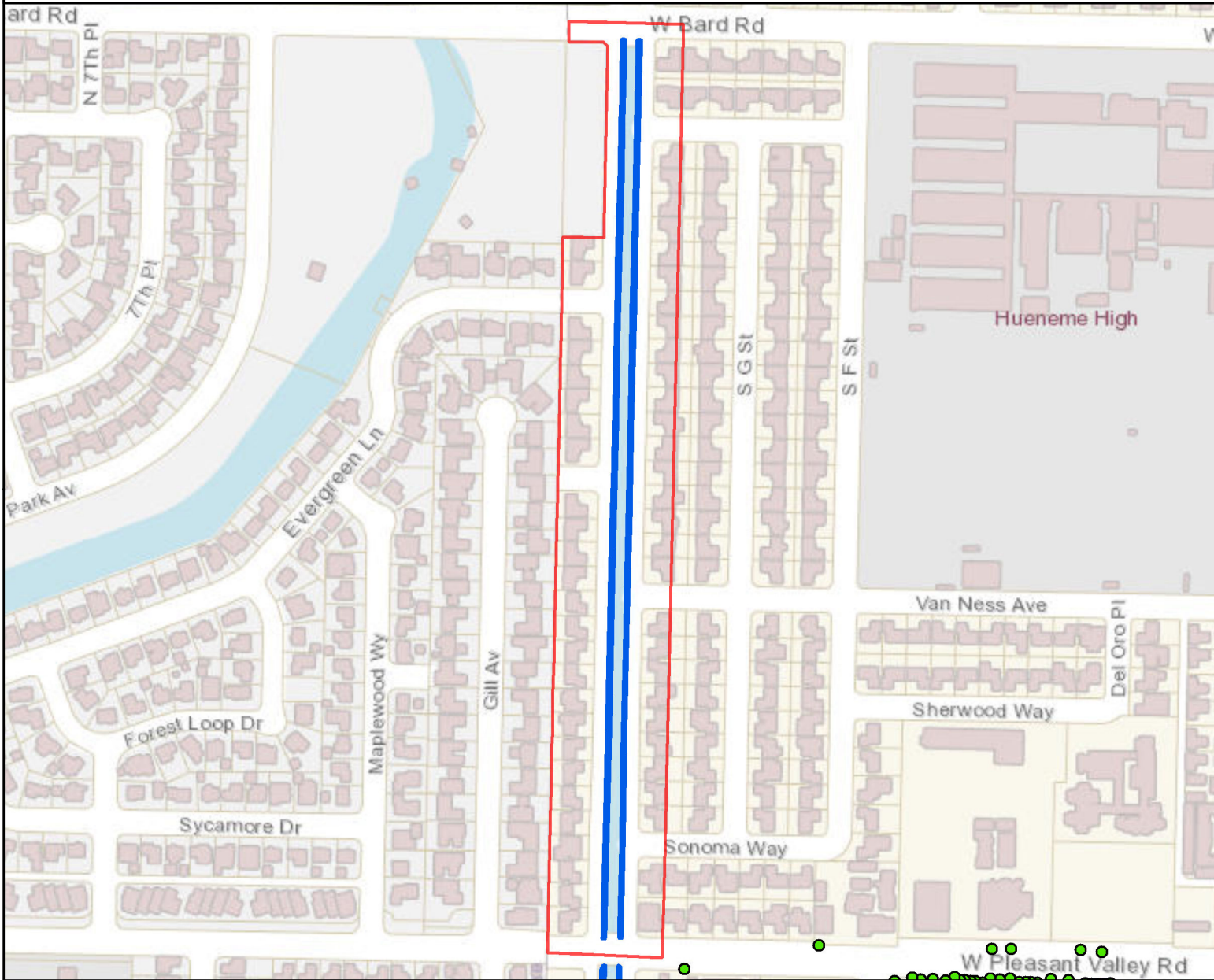
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 15 OF 51, J ST 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

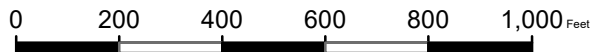
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~33,259 SQ FT
 ~0.76 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



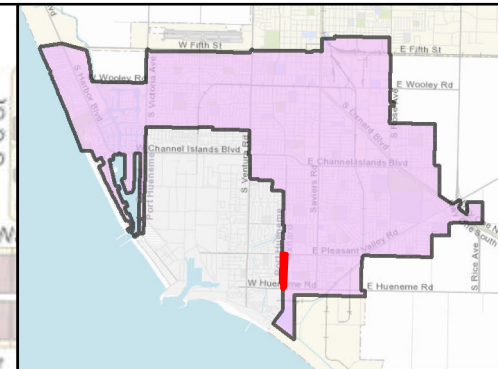
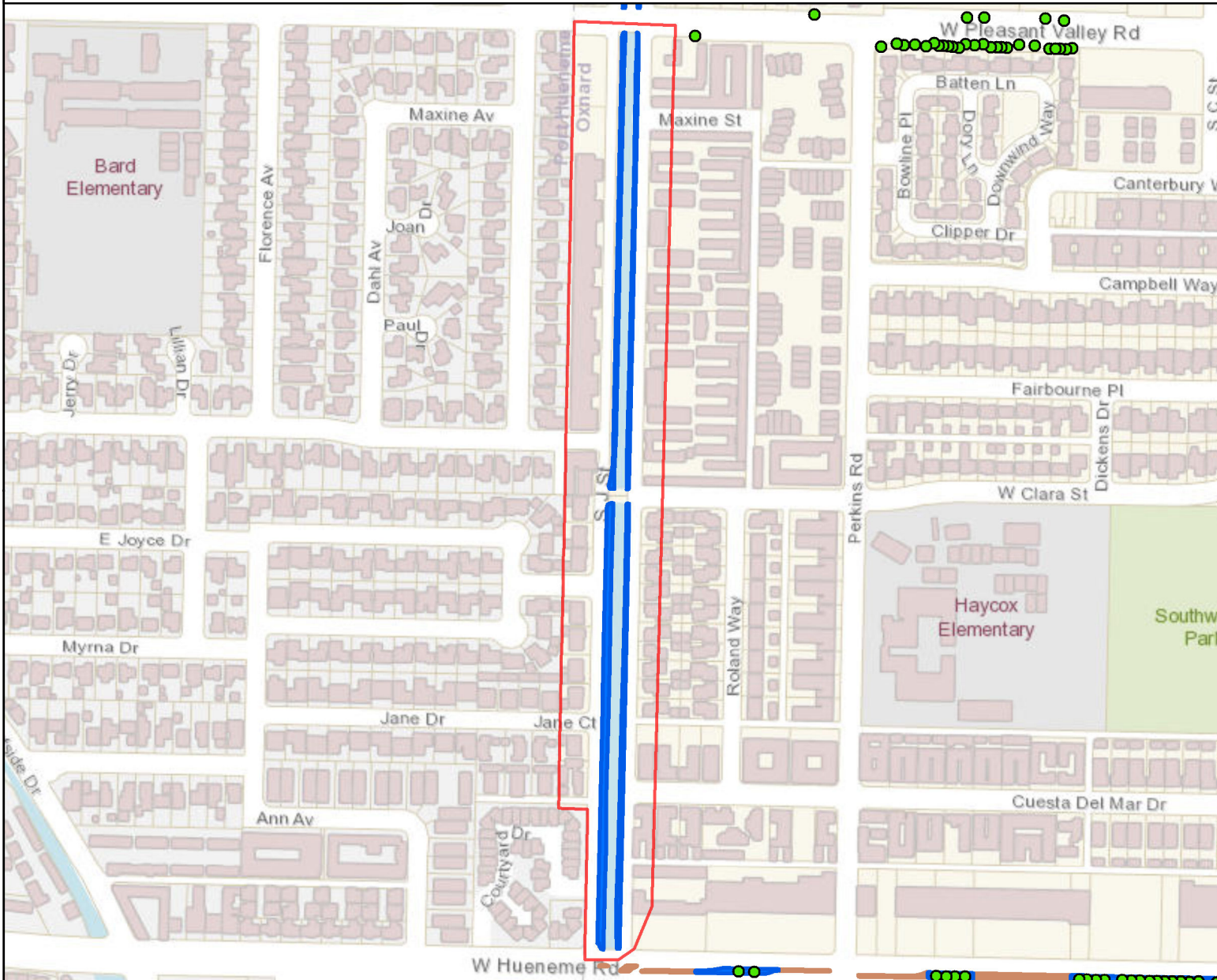
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 16 OF 51, J ST 4



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

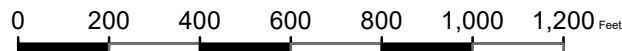
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~50,190 SQ FT
 ~1.15 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



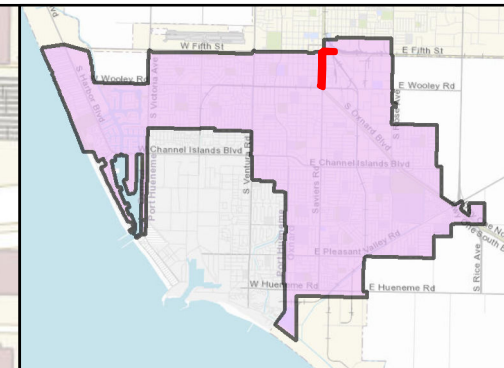
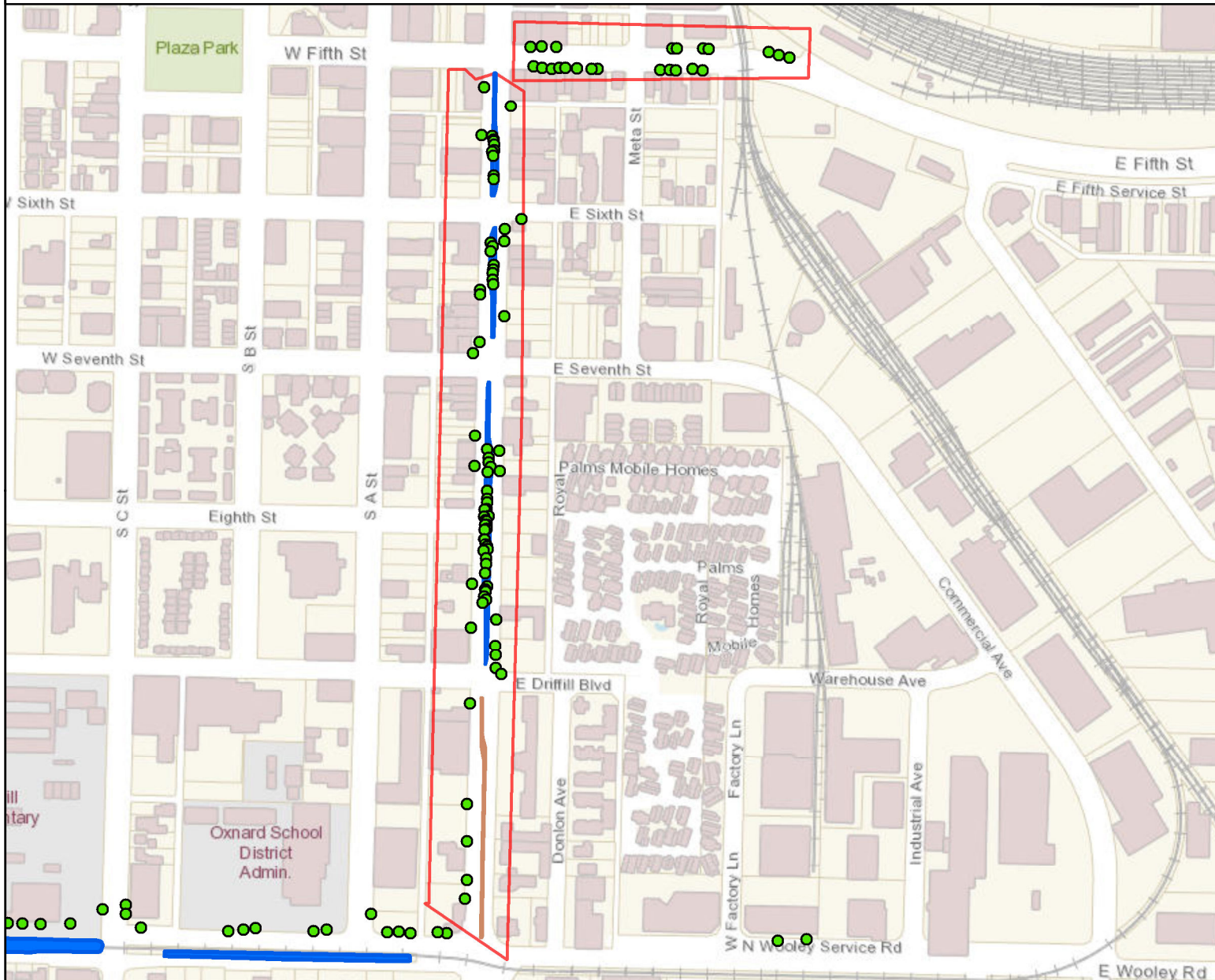
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 17 OF 51, OXNARD BL 1/ FIFTH 1



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~17,148 SQ FT
 ~0.39 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~1,901 SQ FT
 ~0.04 ACRES

PROJECT TREES:
 100 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

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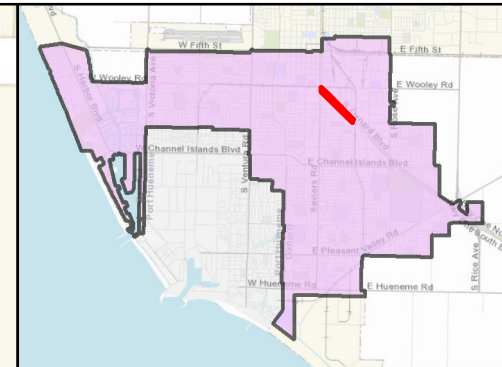
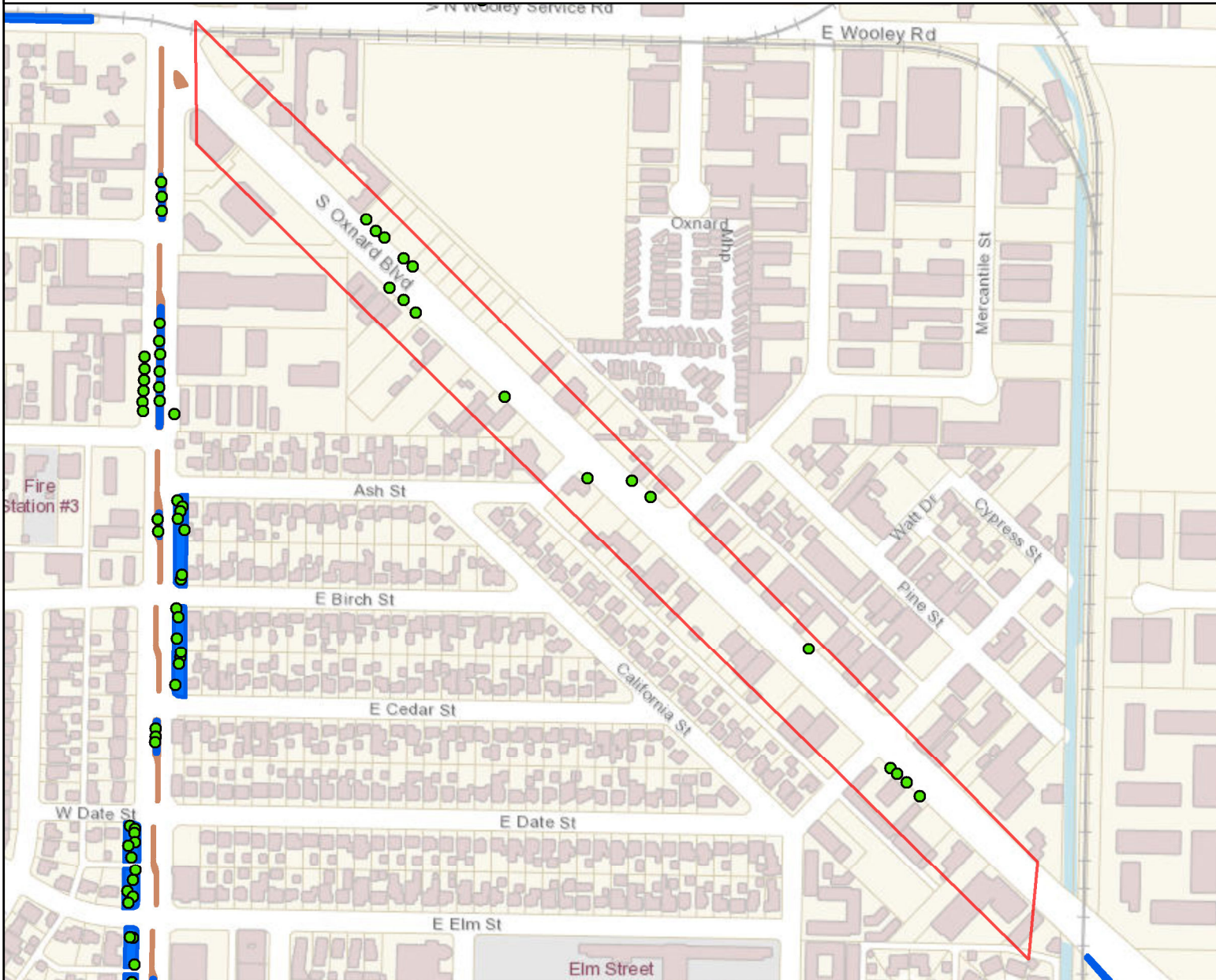
Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

0 200 400 600 800 1,000 1,200 1,400 Feet



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 18 OF 51, OXNARD BL 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

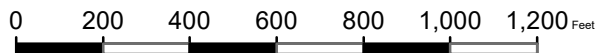
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

PROJECT TREES:
 17 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



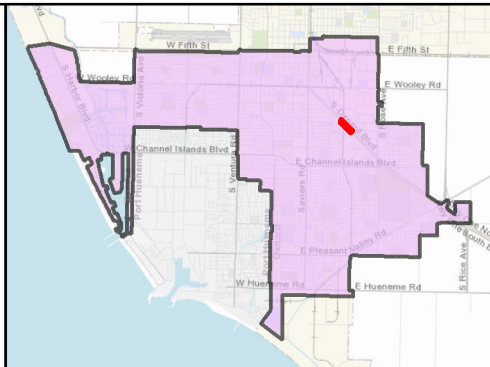
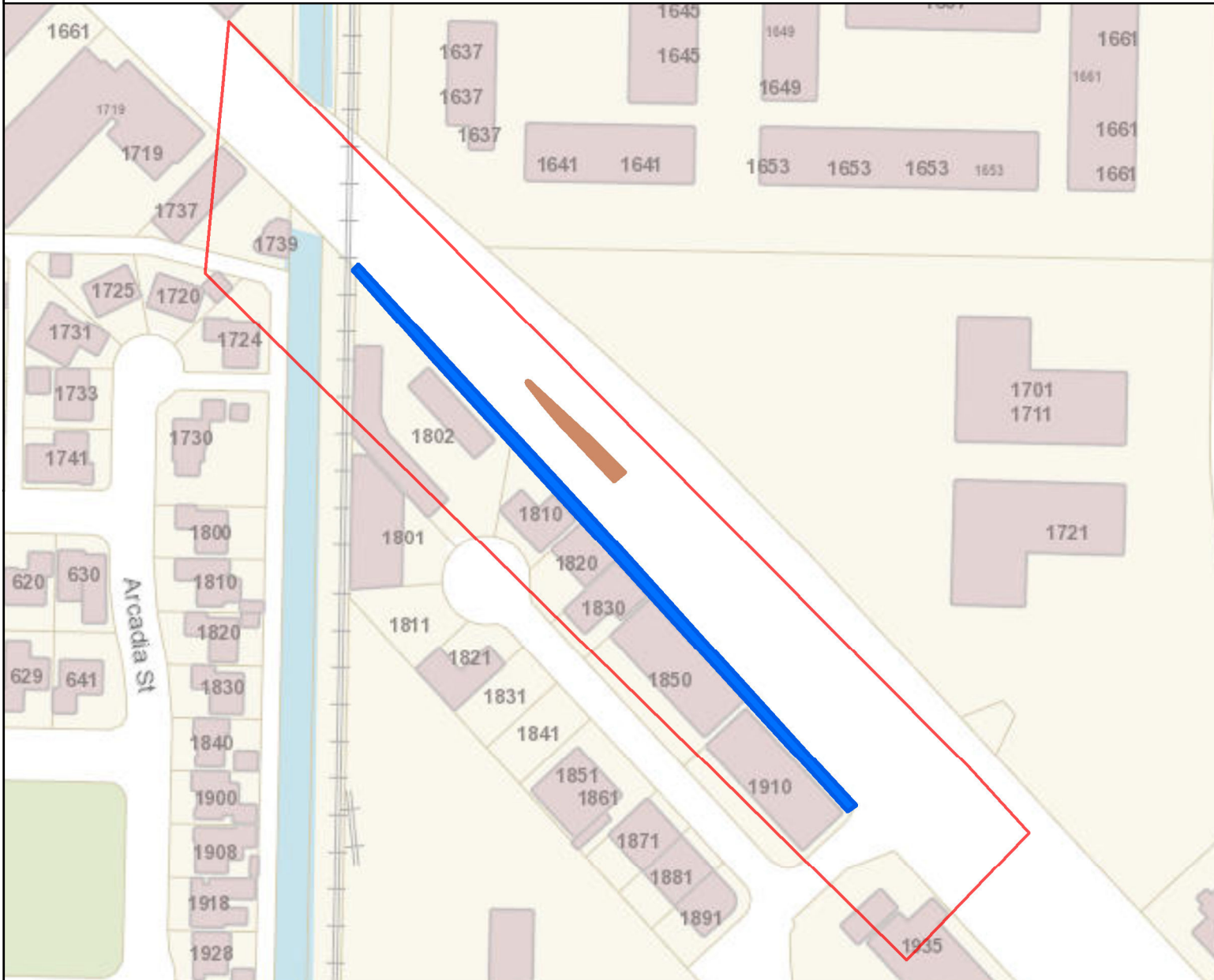
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 19 OF 51, OXNARD BL 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~10,081 SQ FT
 ~0.23 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~1,784 SQ FT
 ~0.04 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

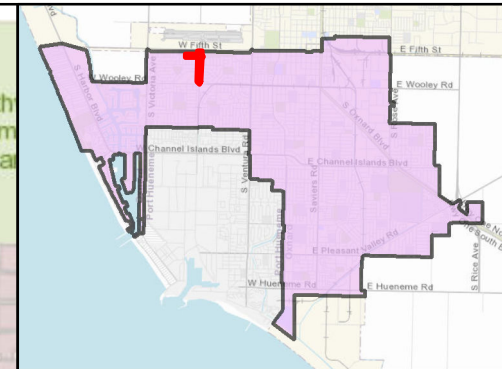
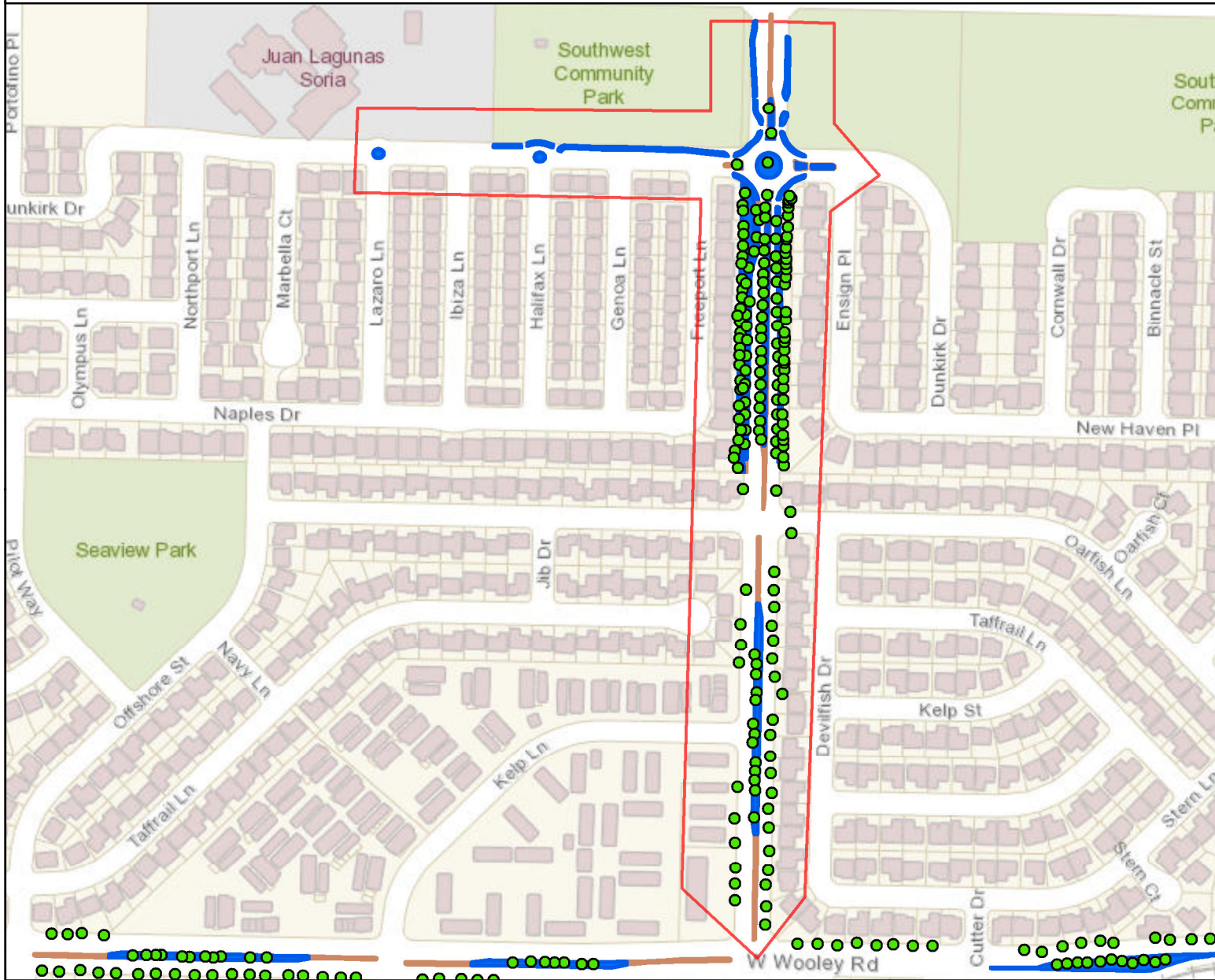
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 20 OF 51, PATTERSON 1/ DUNKIRK



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

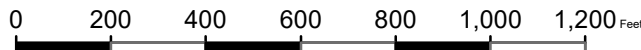
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~56,405 SQ FT
 ~1.29 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~13,679 SQ FT
 ~0.31 ACRES

PROJECT TREES:
 171 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



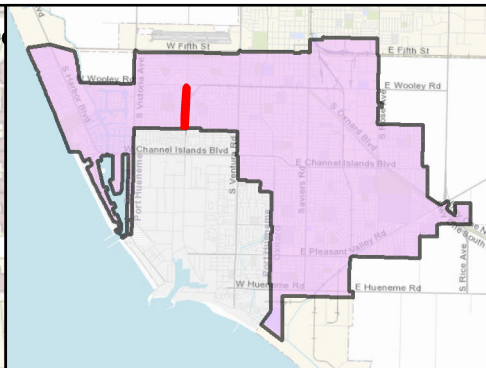
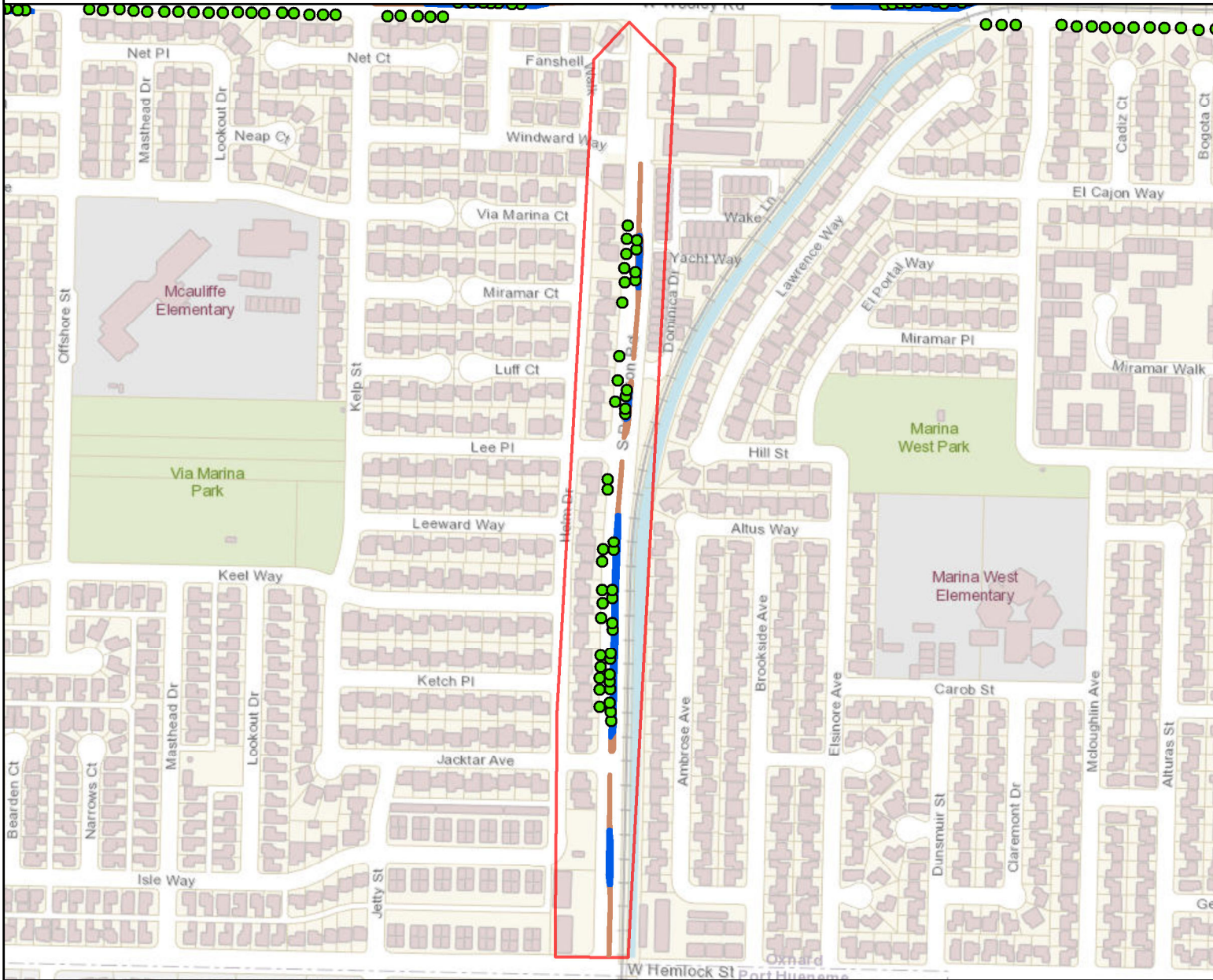
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 21 OF 51, PATTERSON 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

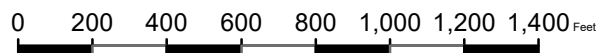
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~14,412 SQ FT
 ~0.33 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~7,787 SQ FT
 ~0.18 ACRES

PROJECT TREES:
 43 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



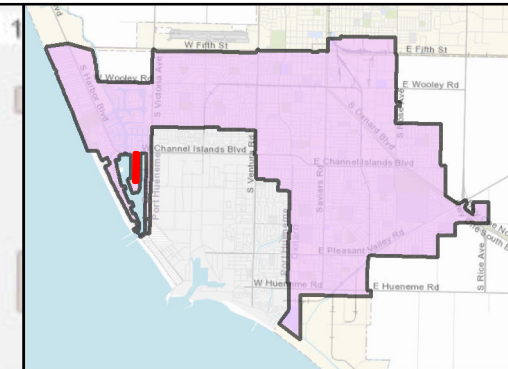
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 22 OF 51, PENINSULA



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

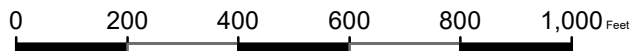
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~24,122 SQ FT
 ~0.55 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



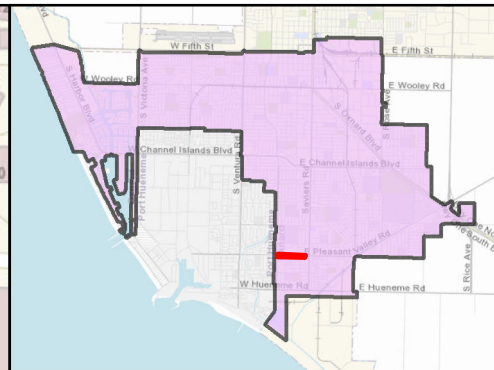
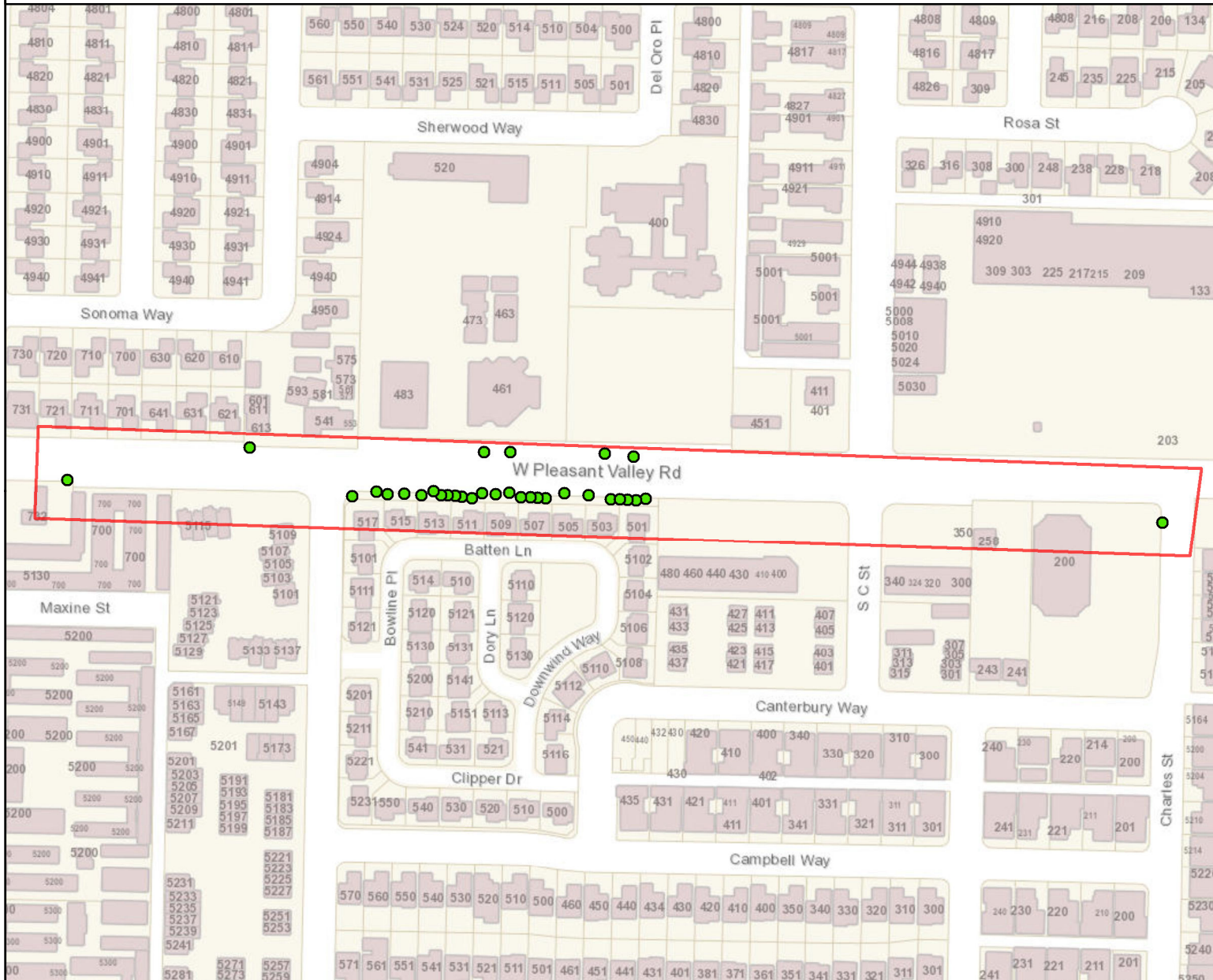
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 23 OF 51, PLEASANT VALLEY RD 1



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

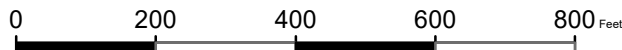
PROJECT TREES:
 32 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

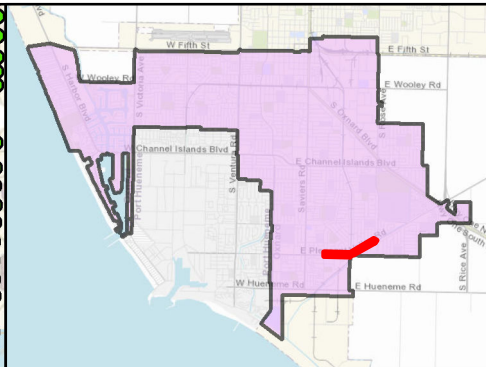
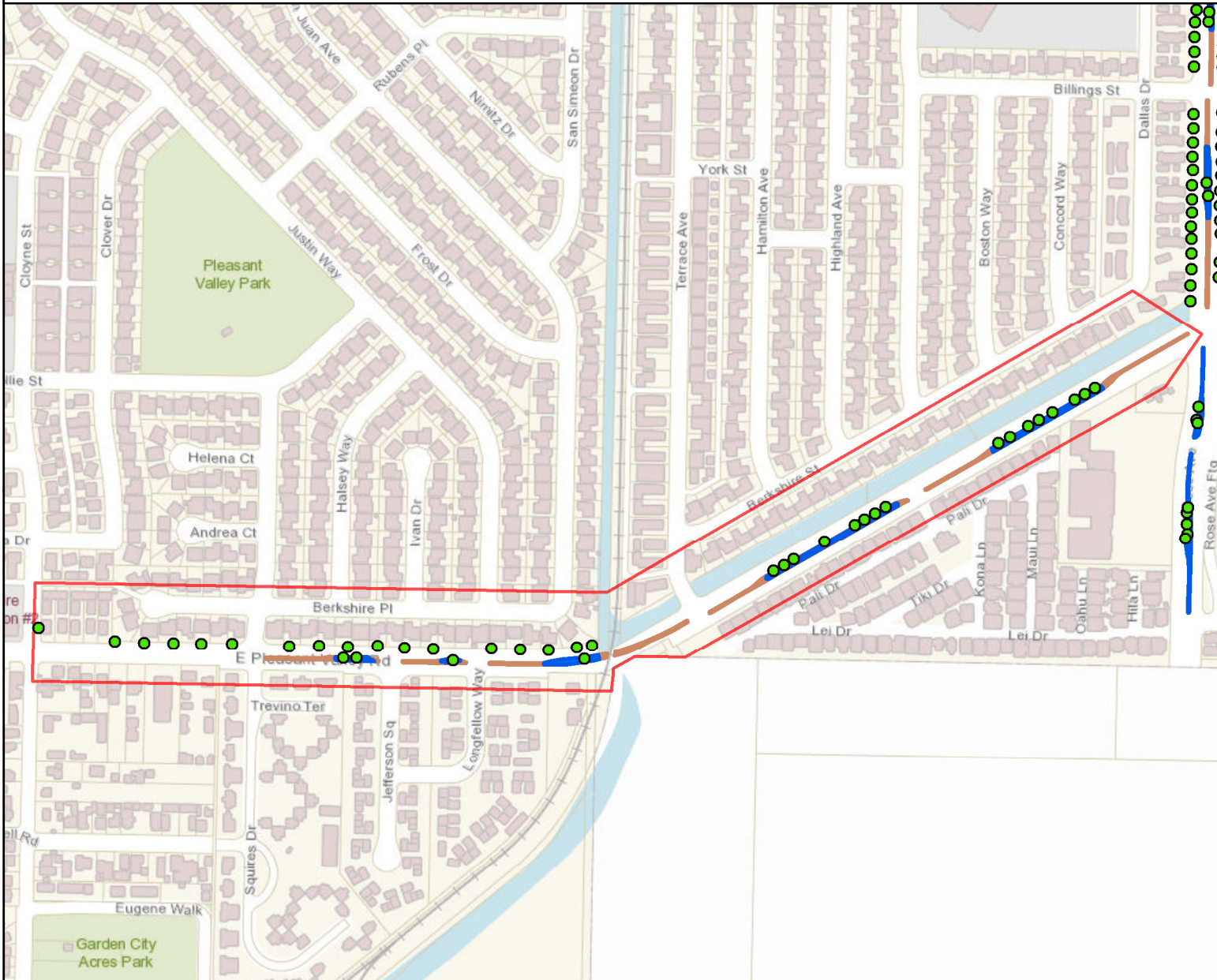
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 24 OF 51, PLEASANT VALLEY RD 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~16,548 SQ FT
 ~0.38 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~12,898 SQ FT
 ~0.3 ACRES

PROJECT TREES:
 37 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



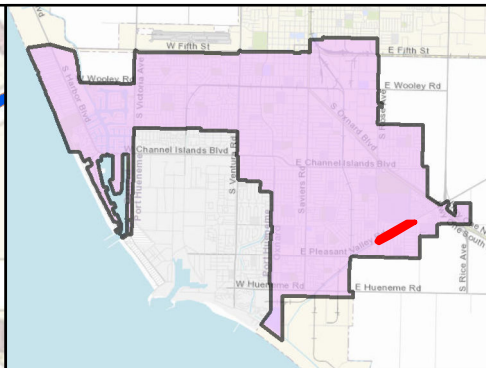
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 25 OF 51, PLEASANT VALLEY RD 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

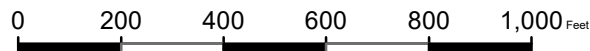
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~32,698 SQ FT
 ~0.75 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~5,120 SQ FT
 ~0.12 ACRES

PROJECT TREES:
 73 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



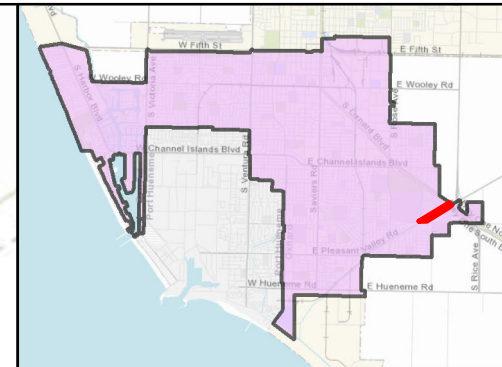
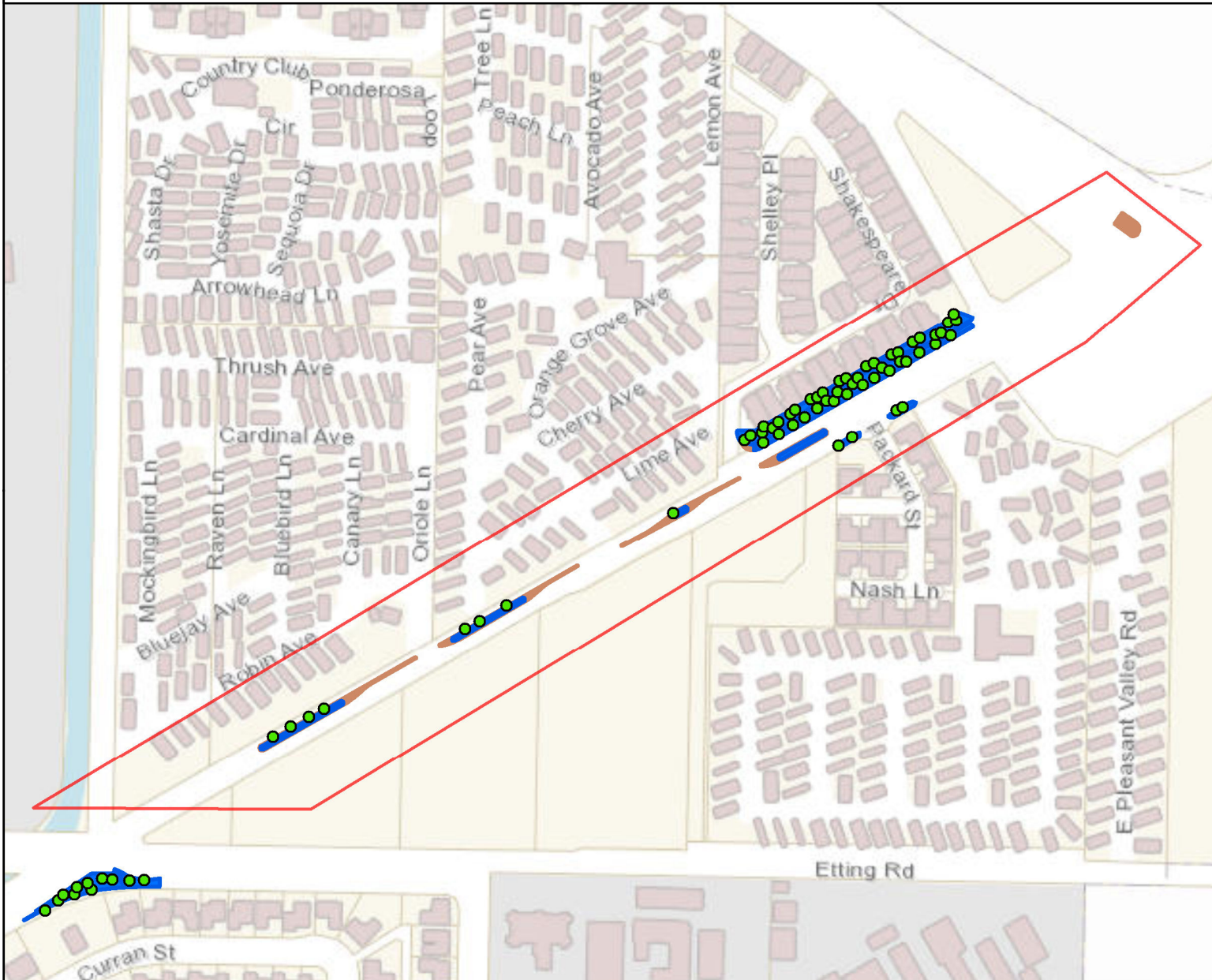
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 26 OF 51, PLEASANT VALLEY RD 4



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~24,768 SQ FT
 ~0.57 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~9,779 SQ FT
 ~0.22 ACRES

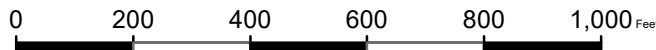
PROJECT TREES:
 56 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

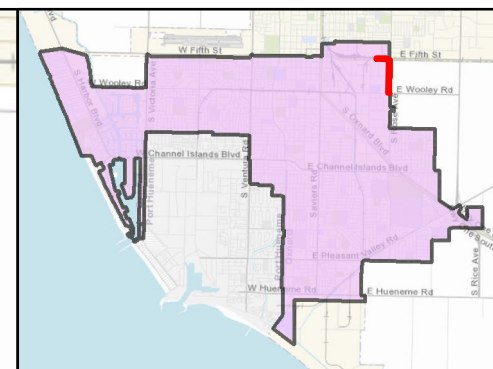
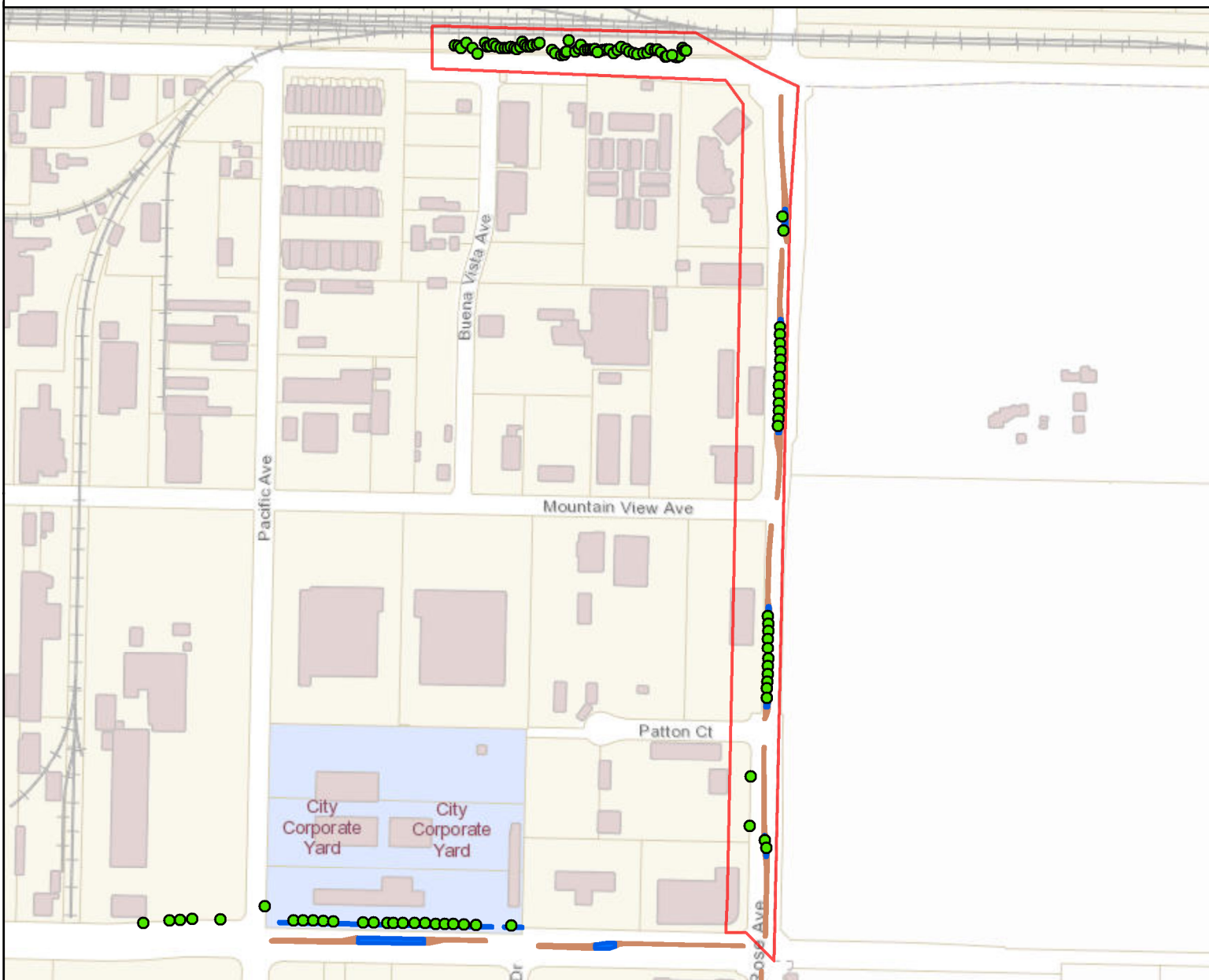
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 27 OF 51, ROSE AVE 1/ FIFTH ST 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

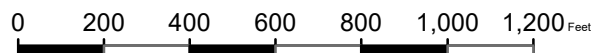
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~7,091 SQ FT
 ~0.16 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~10,421 SQ FT
 ~0.24 ACRES

PROJECT TREES:
 97 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



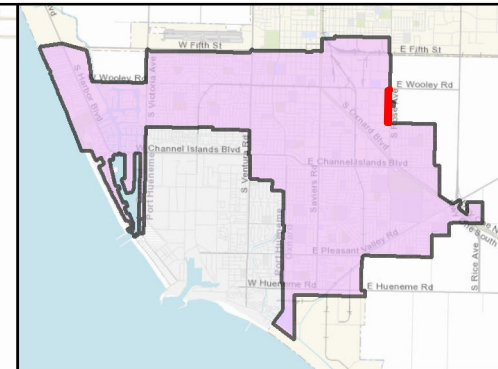
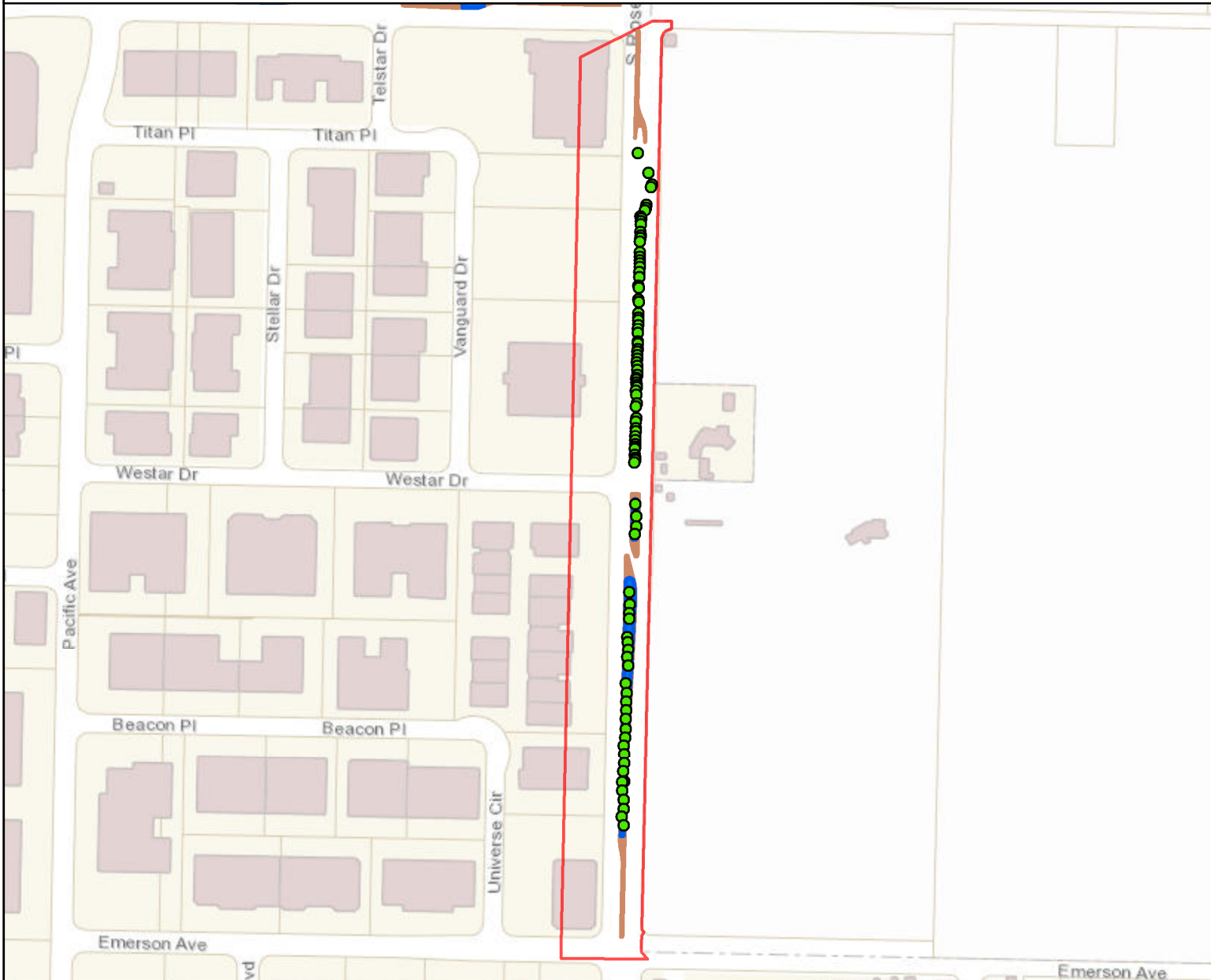
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 28 OF 51, ROSE AVE 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

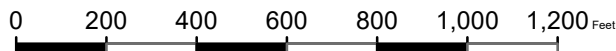
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~14,355 SQ FT
 ~0.33 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~8,187 SQ FT
 ~0.19 ACRES

PROJECT TREES:
 95 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



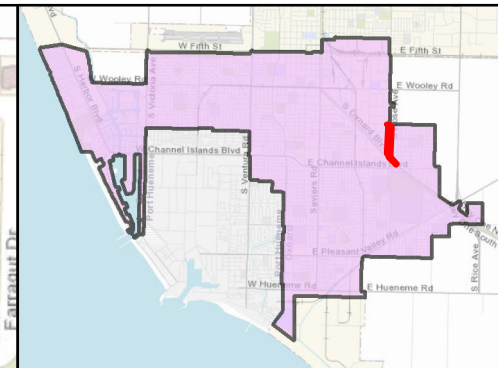
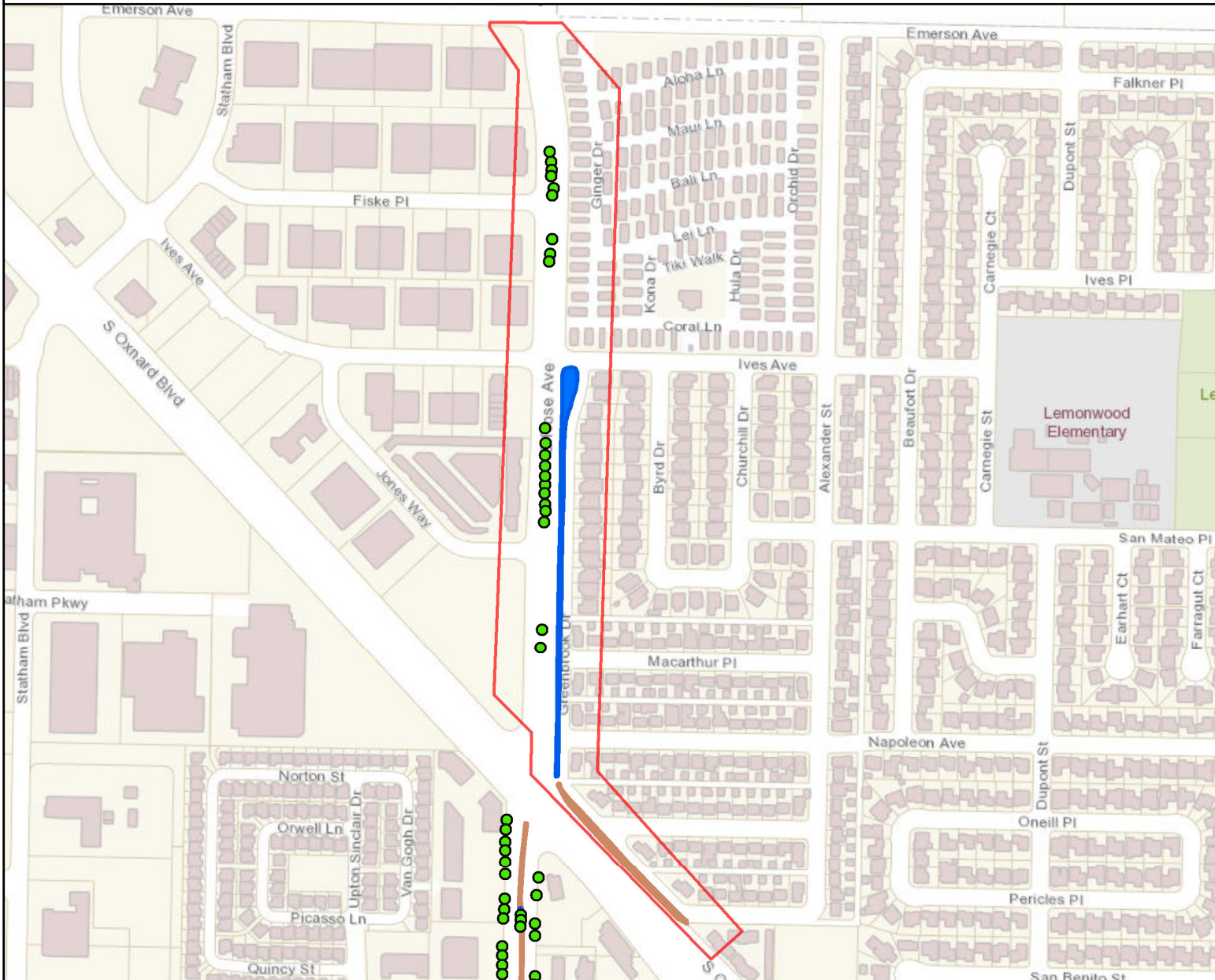
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 29 OF 51, ROSE AVE 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~17,174 SQ FT
 ~0.39 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~8,899 SQ FT
 ~0.2 ACRES

PROJECT TREES:
 21 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 400 600 800 1,000 1,200 1,400 Feet

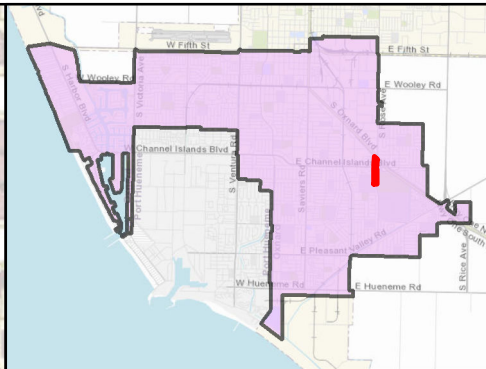
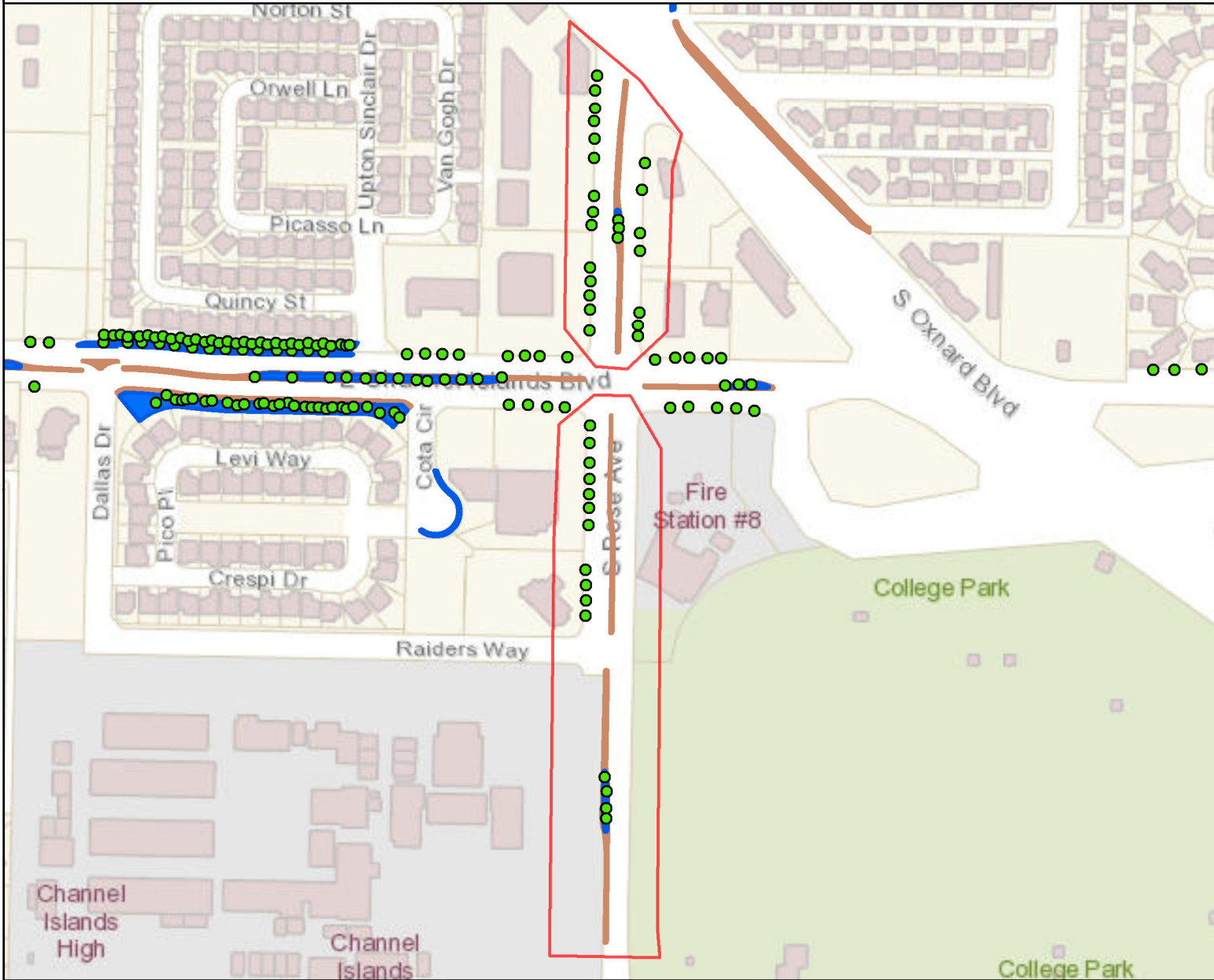
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 30 OF 51, ROSE AVE 4



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

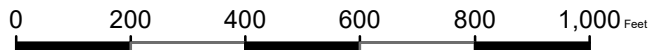
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~1,913 SQ FT
 ~0.04 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~8,950 SQ FT
 ~0.21 ACRES

PROJECT TREES:
 39 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



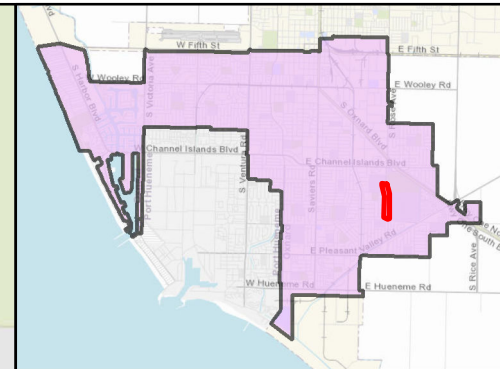
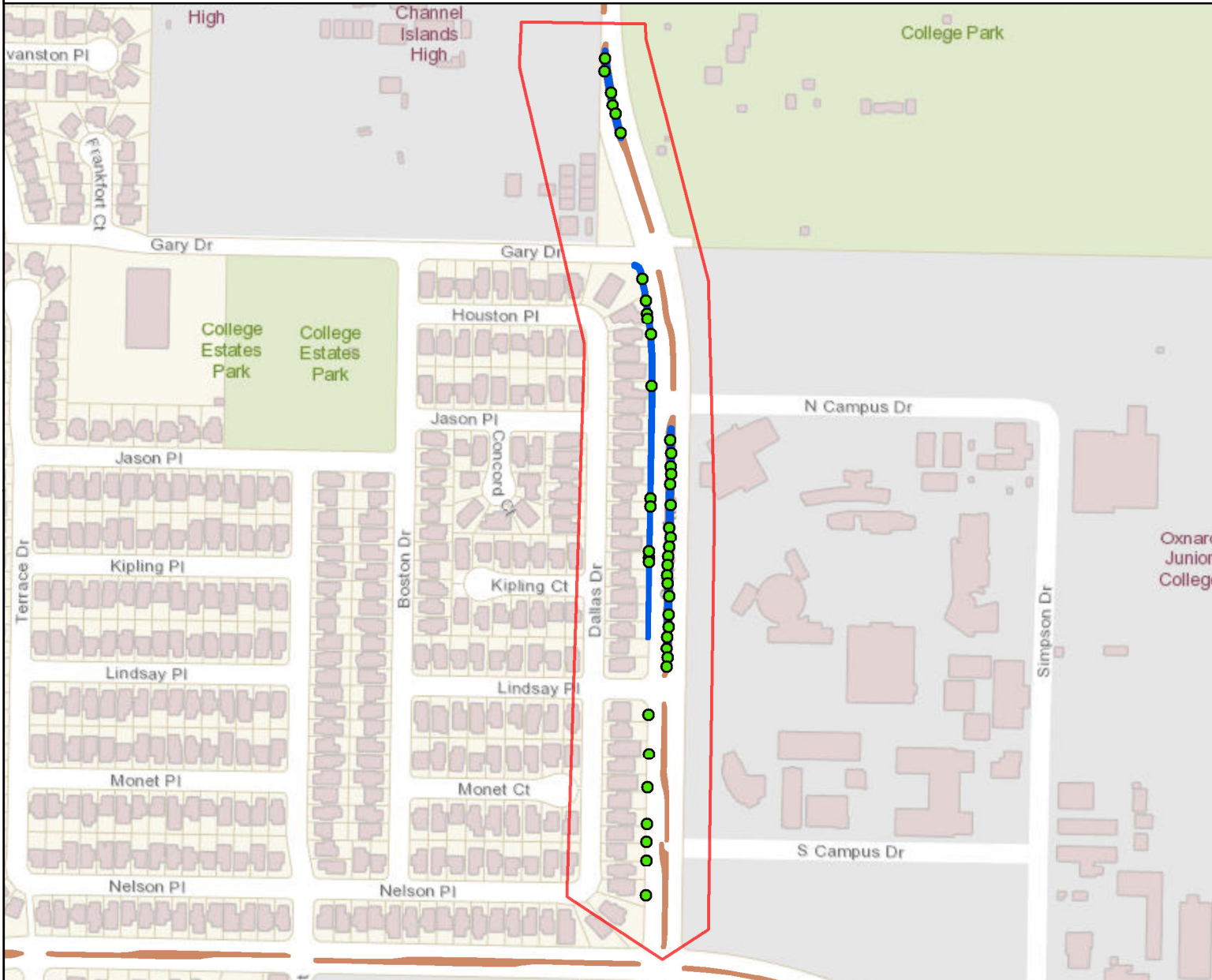
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 31 OF 51, ROSE AVE 5



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

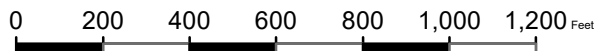
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~19,598 SQ FT
 ~0.45 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~12,671 SQ FT
 ~0.29 ACRES

PROJECT TREES:
 44 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



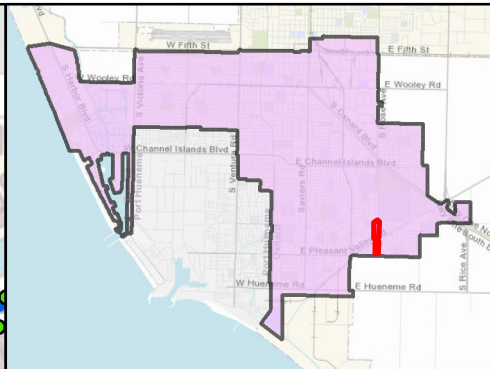
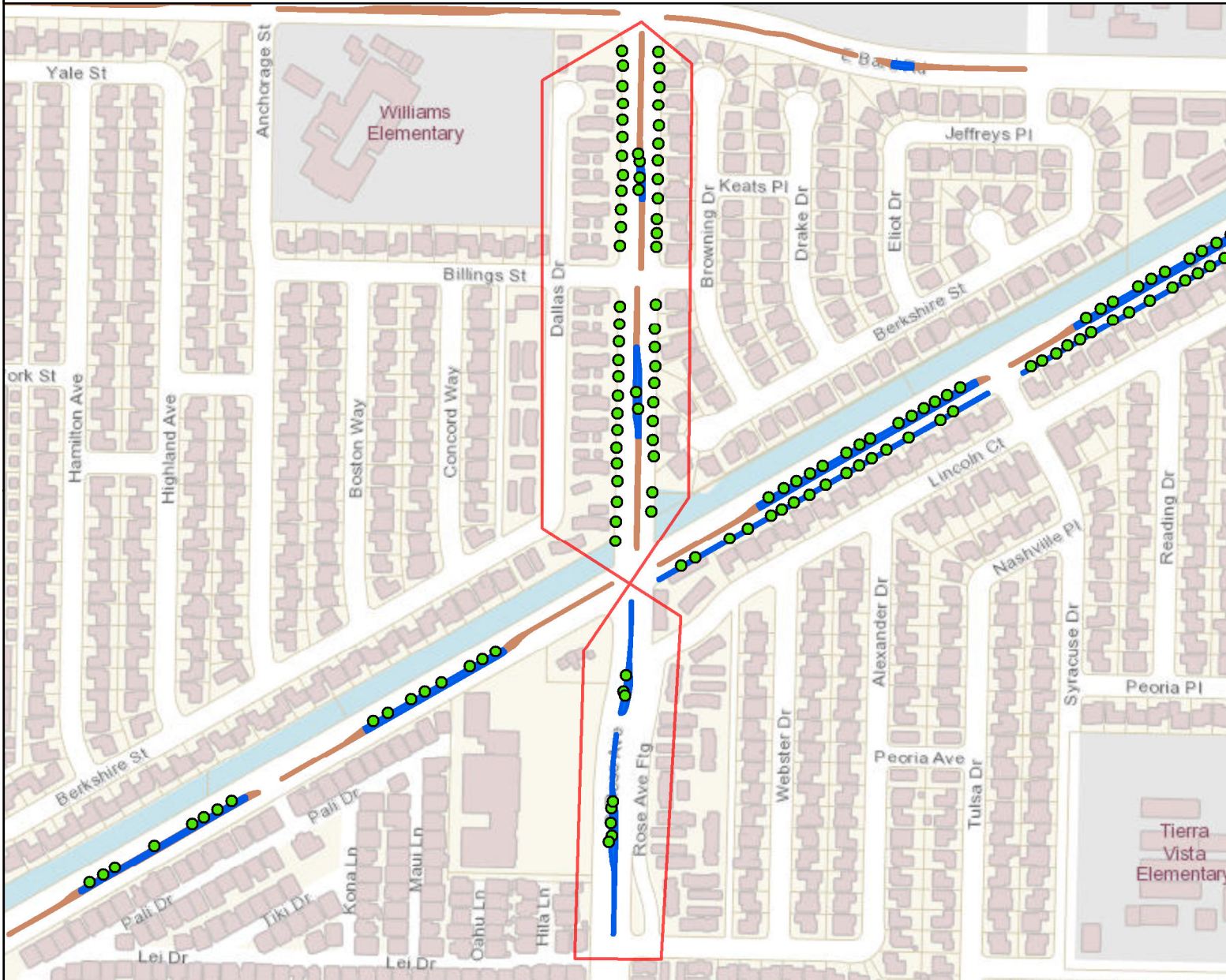
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 32 OF 51, ROSE AVE 6



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

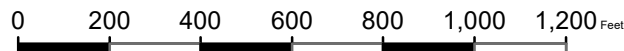
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~11,964 SQ FT
 ~0.27 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~6,076 SQ FT
 ~0.14 ACRES

PROJECT TREES:
 63 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



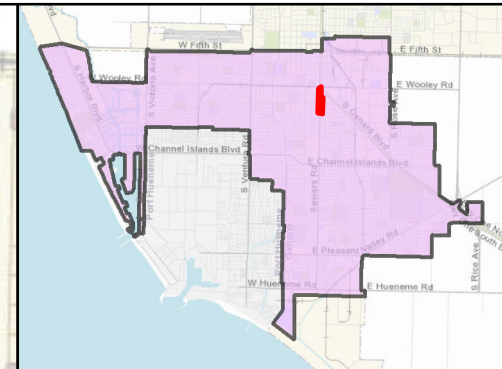
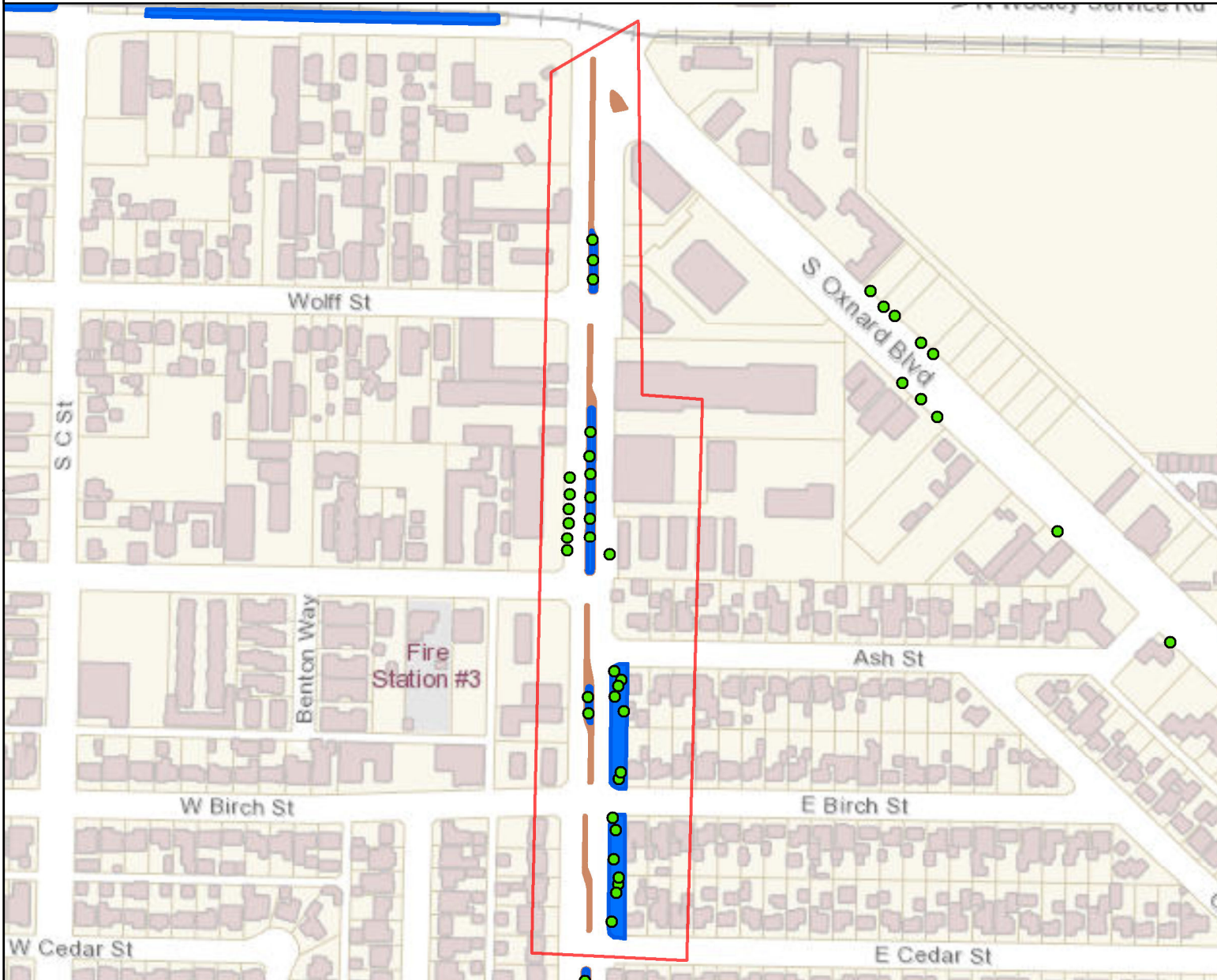
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 33 OF 51, SAVIERS RD 1



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

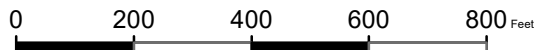
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~23,859 SQ FT
 ~0.55 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~9,211 SQ FT
 ~0.21 ACRES

PROJECT TREES:
 32 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



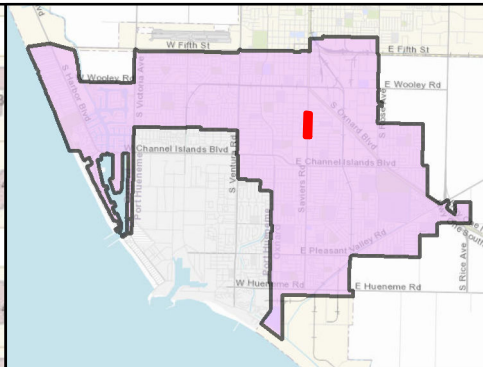
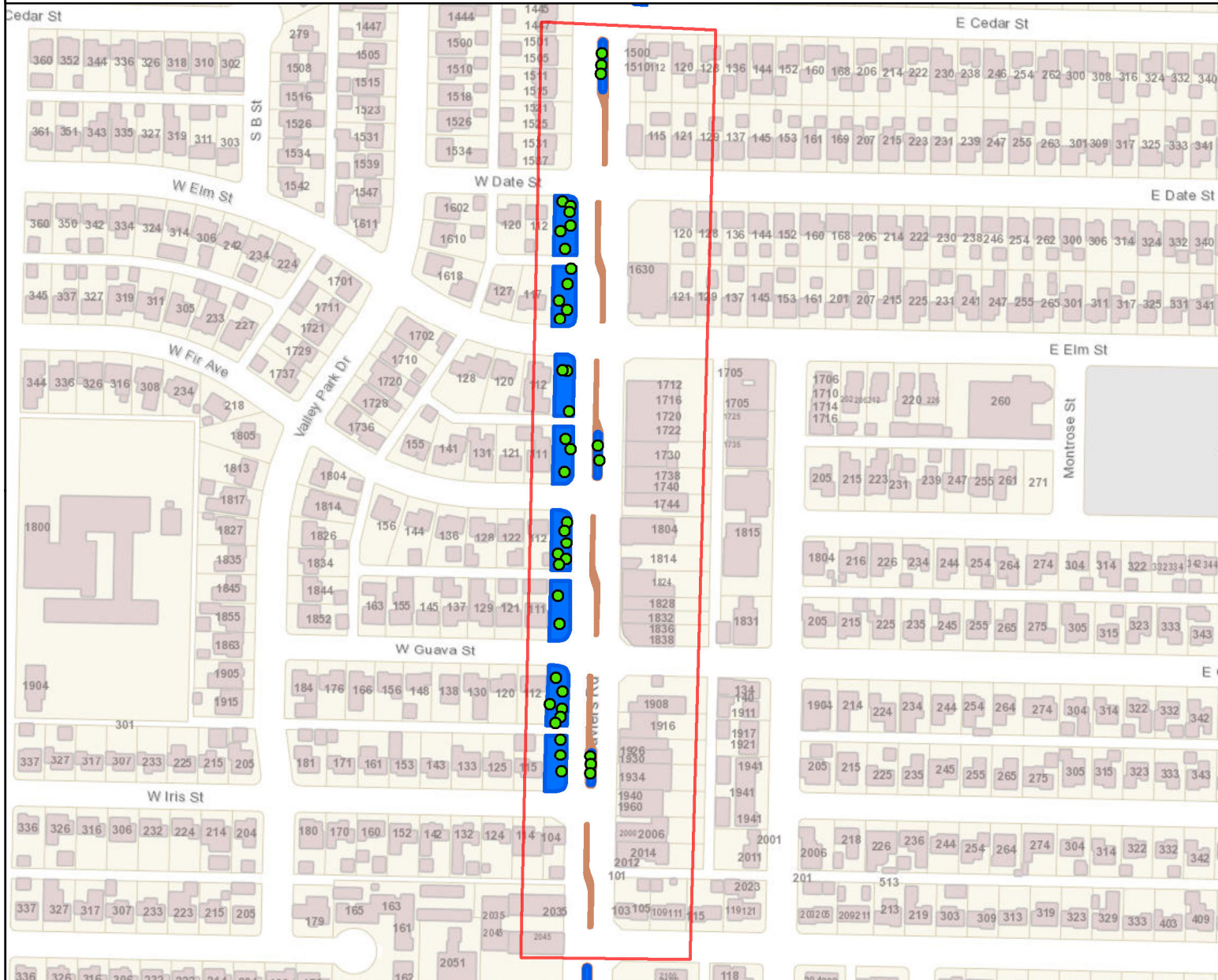
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 34 OF 51, SAVIERS RD 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~37,888 SQ FT
 ~0.87 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~6,436 SQ FT
 ~0.15 ACRES

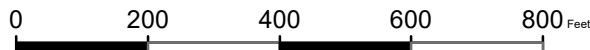
PROJECT TREES:
 42 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

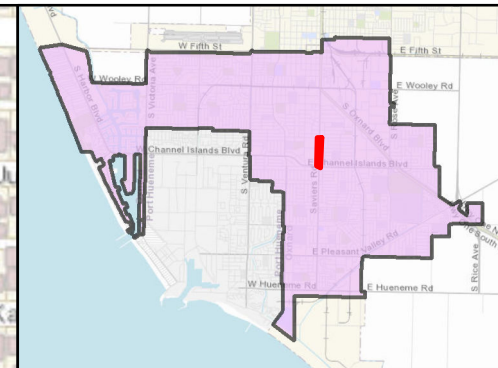
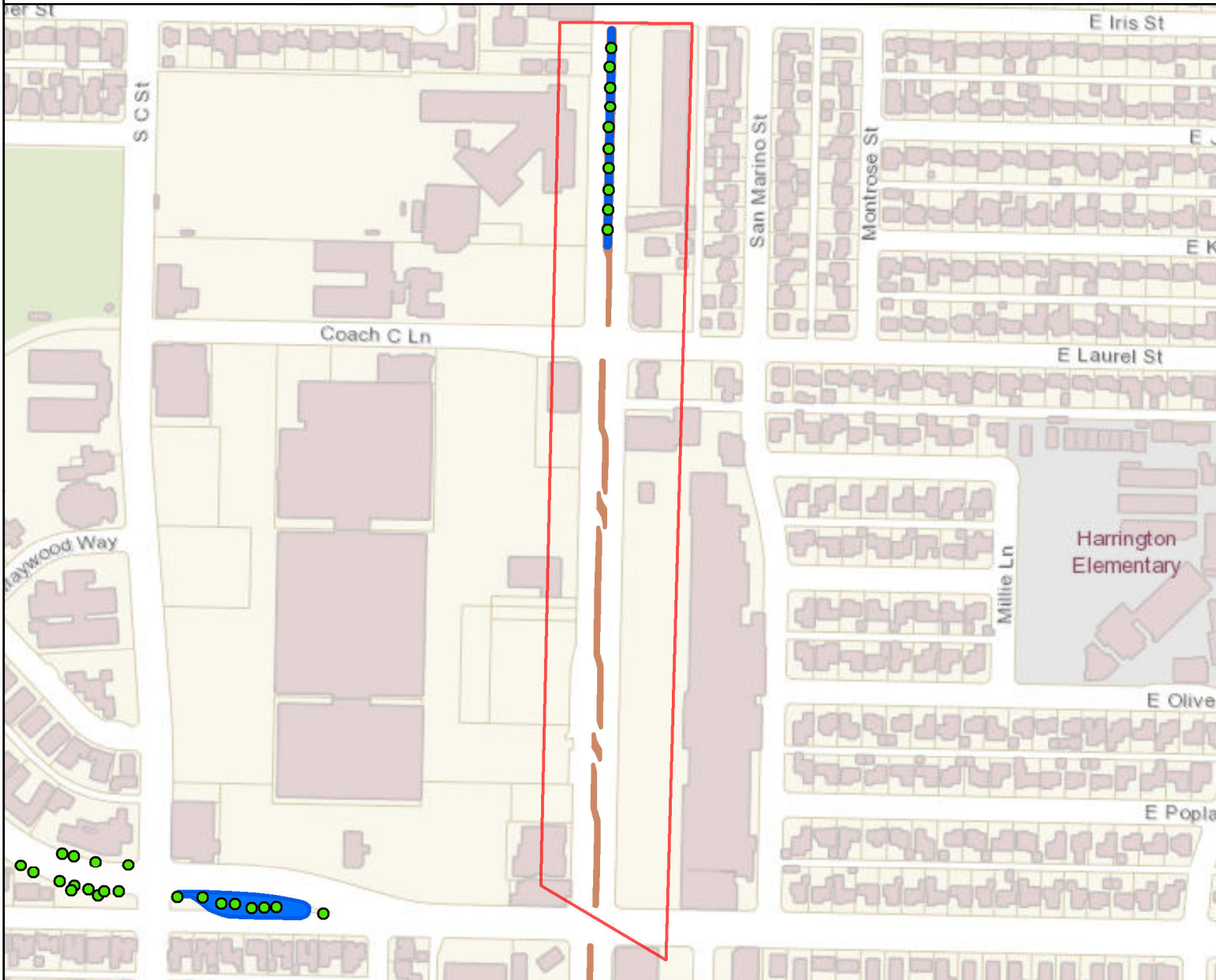
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 35 OF 51, SAVIERS RD 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

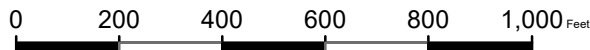
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~5,985 SQ FT
 ~0.14 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~10,885 SQ FT
 ~0.25 ACRES

PROJECT TREES:
 10 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



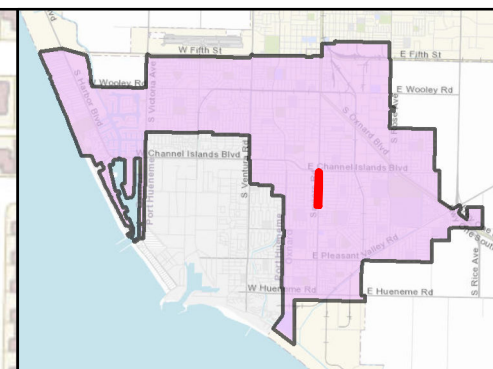
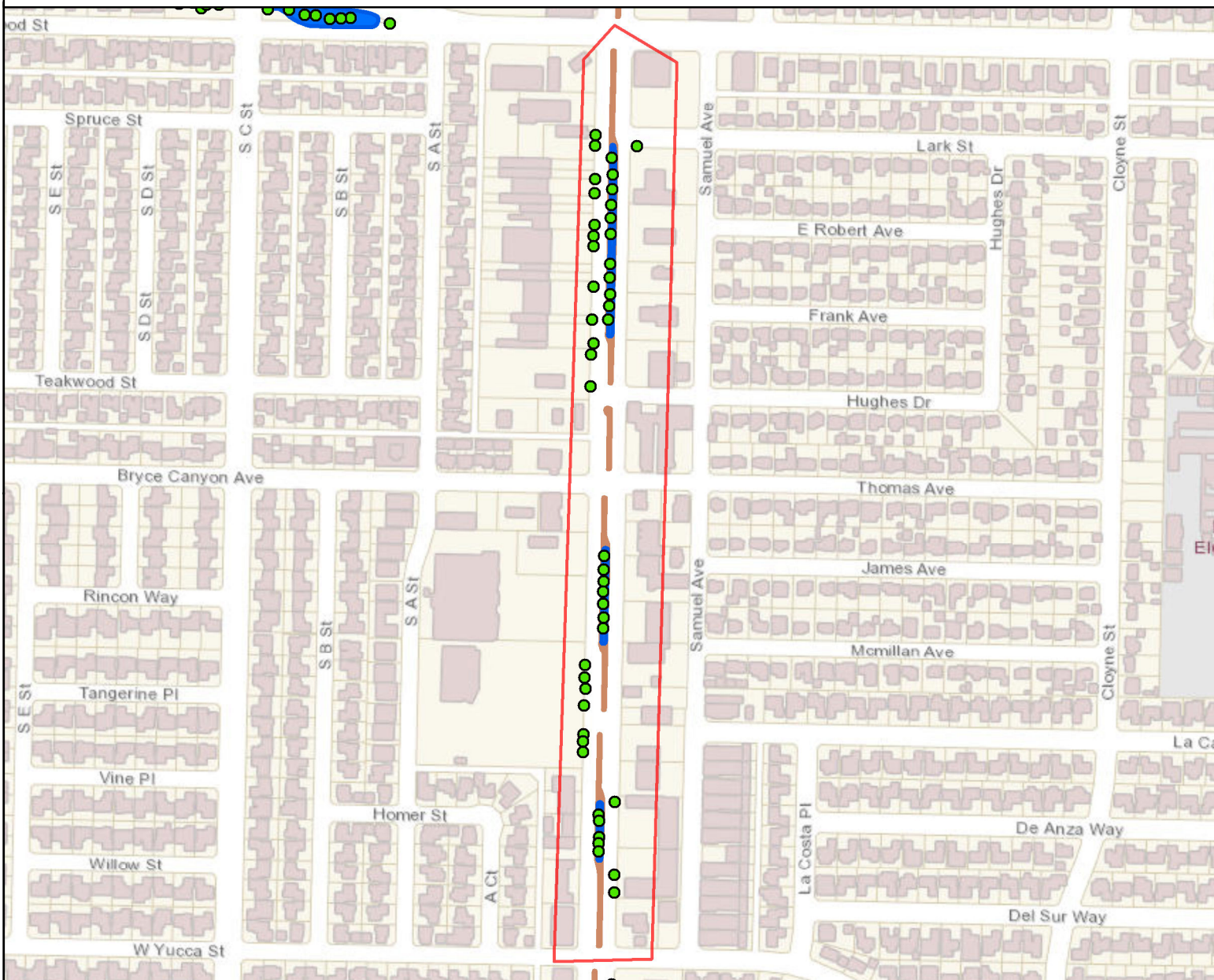
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 36 OF 51, SAVIERS RD 4



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

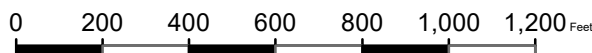
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~12,602 SQ FT
 ~0.29 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~15,405 SQ FT
 ~0.35 ACRES

PROJECT TREES:
 46 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



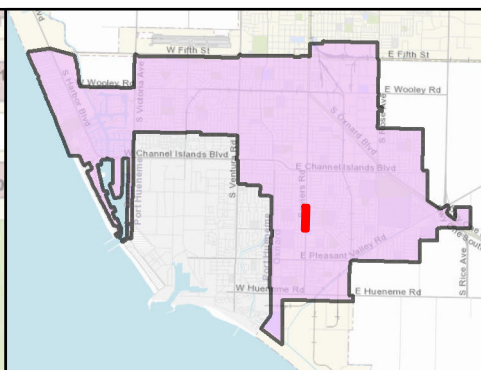
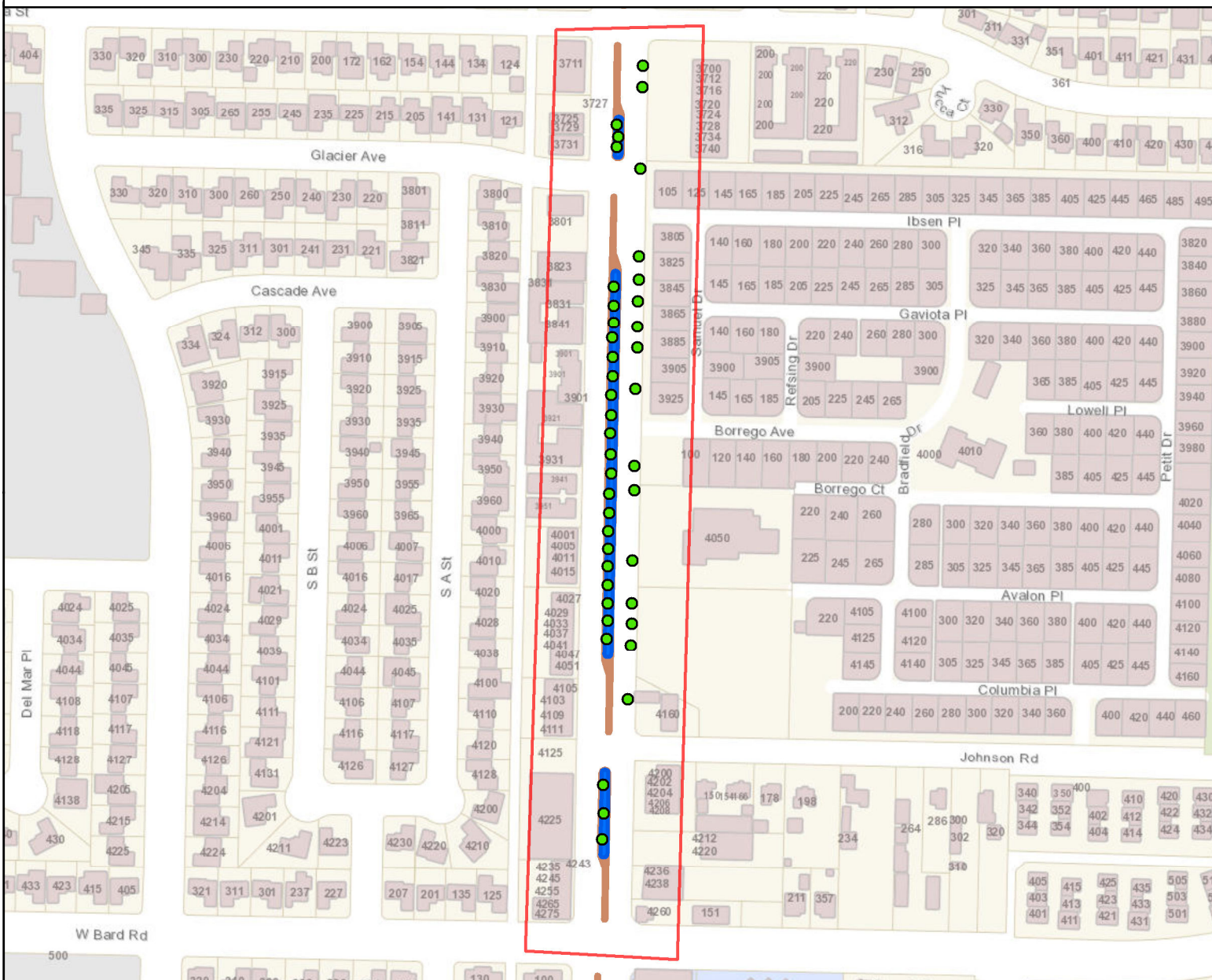
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 37 OF 51, SAVIERS RD 5



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~13,160 SQ FT
 ~0.3 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~8,635 SQ FT
 ~0.2 ACRES

PROJECT TREES:
 42 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

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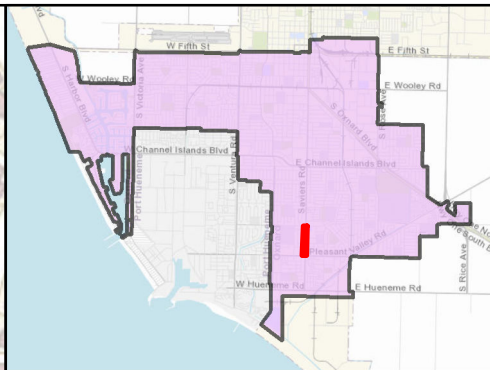
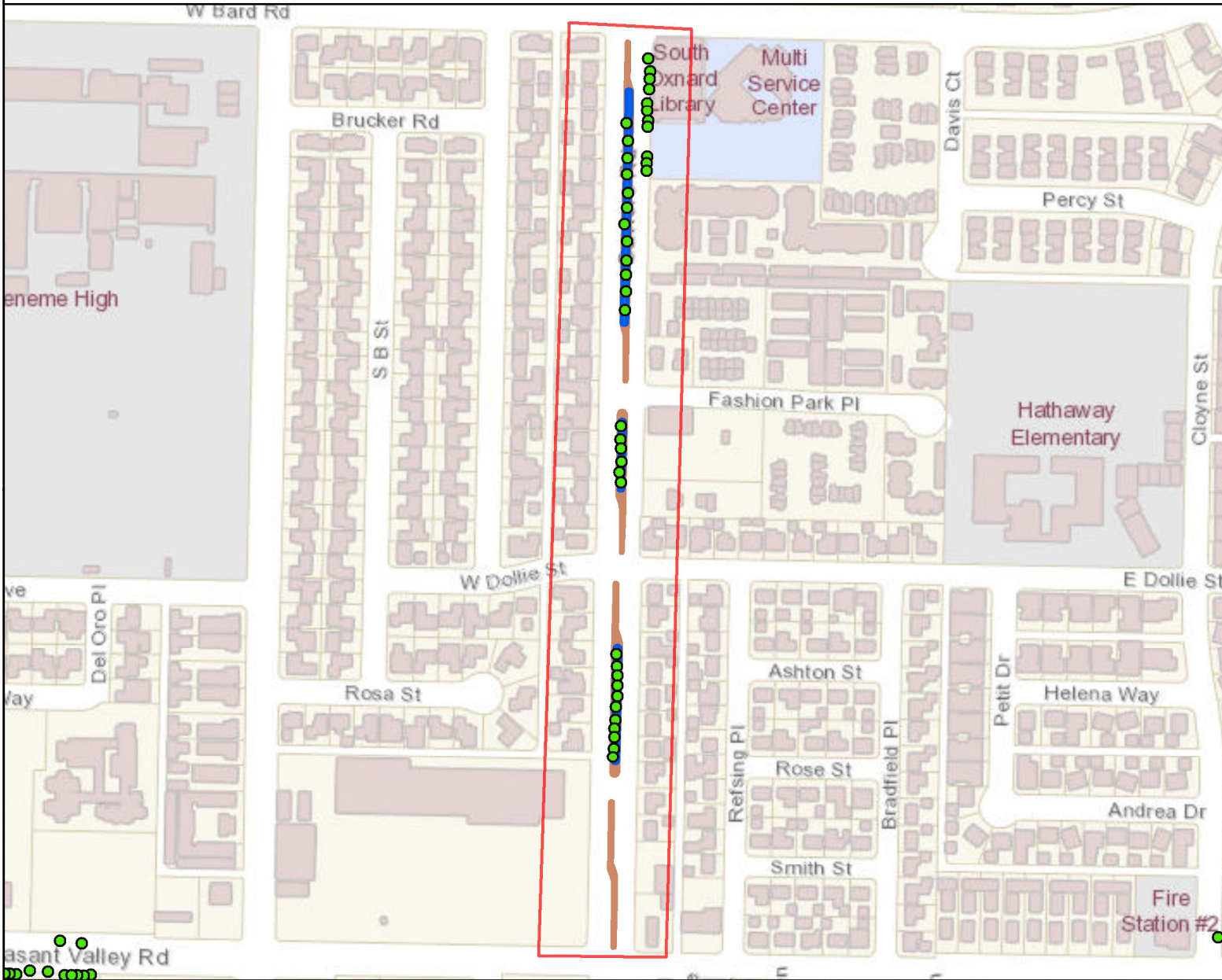
Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

0 200 400 600 800 Feet



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 38 OF 51, SAVIERS RD 6



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

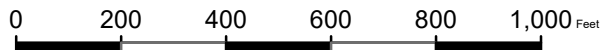
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~13,509 SQ FT
 ~0.31 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~14,763 SQ FT
 ~0.34 ACRES

PROJECT TREES:
 40 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



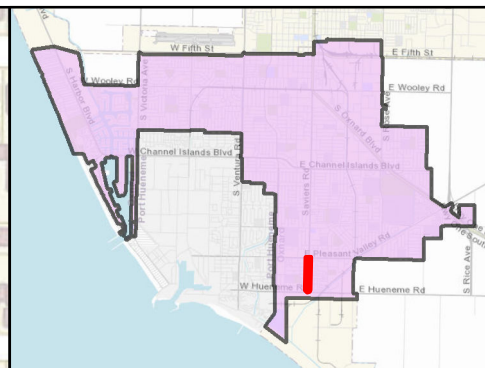
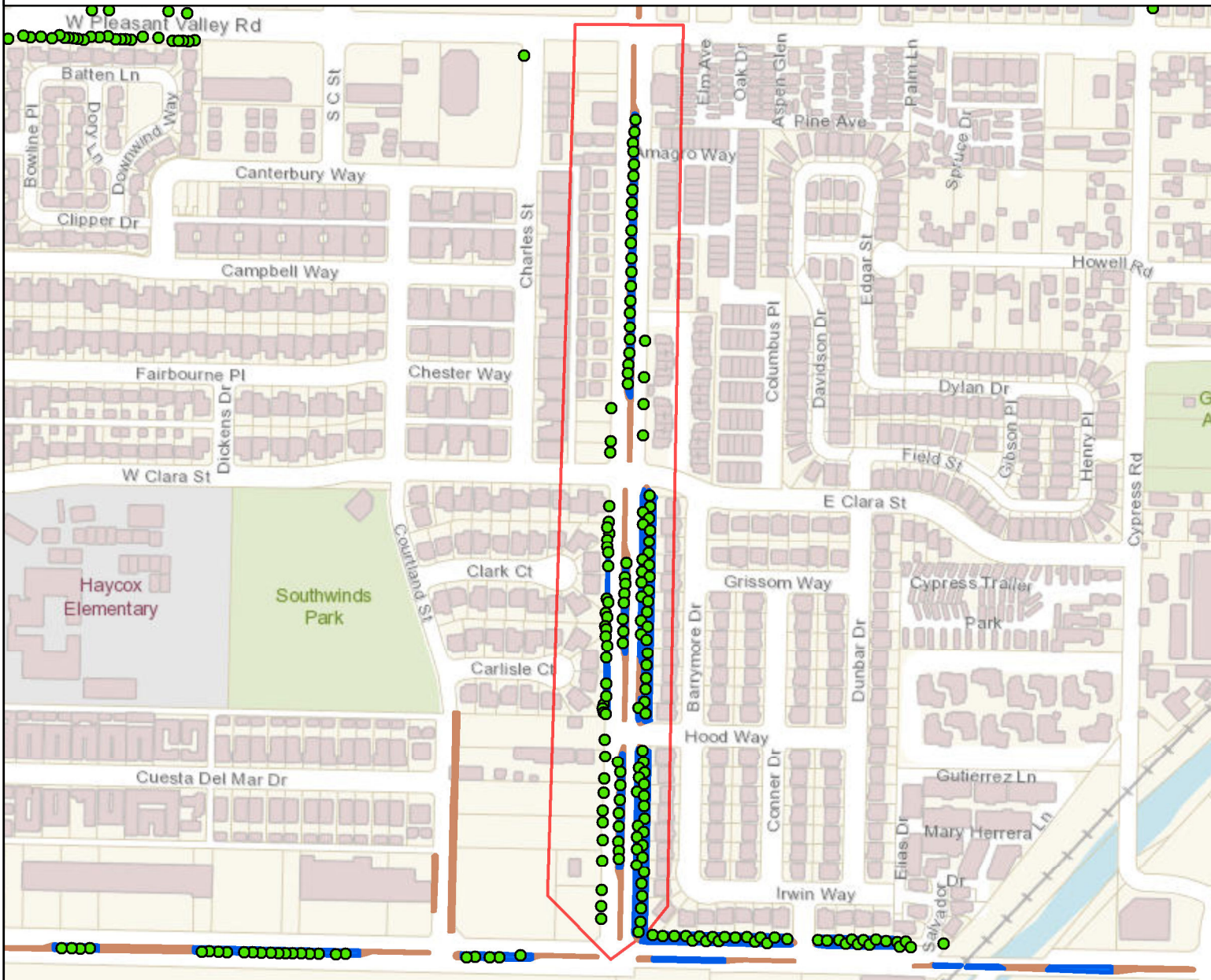
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 39 OF 51, SAVIERS RD 7



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

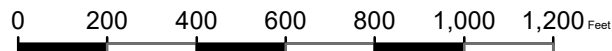
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~55,569 SQ FT
 ~1.28 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~20,290 SQ FT
 ~0.47 ACRES

PROJECT TREES:
 131 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



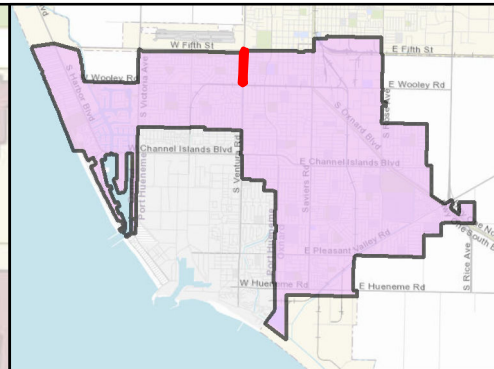
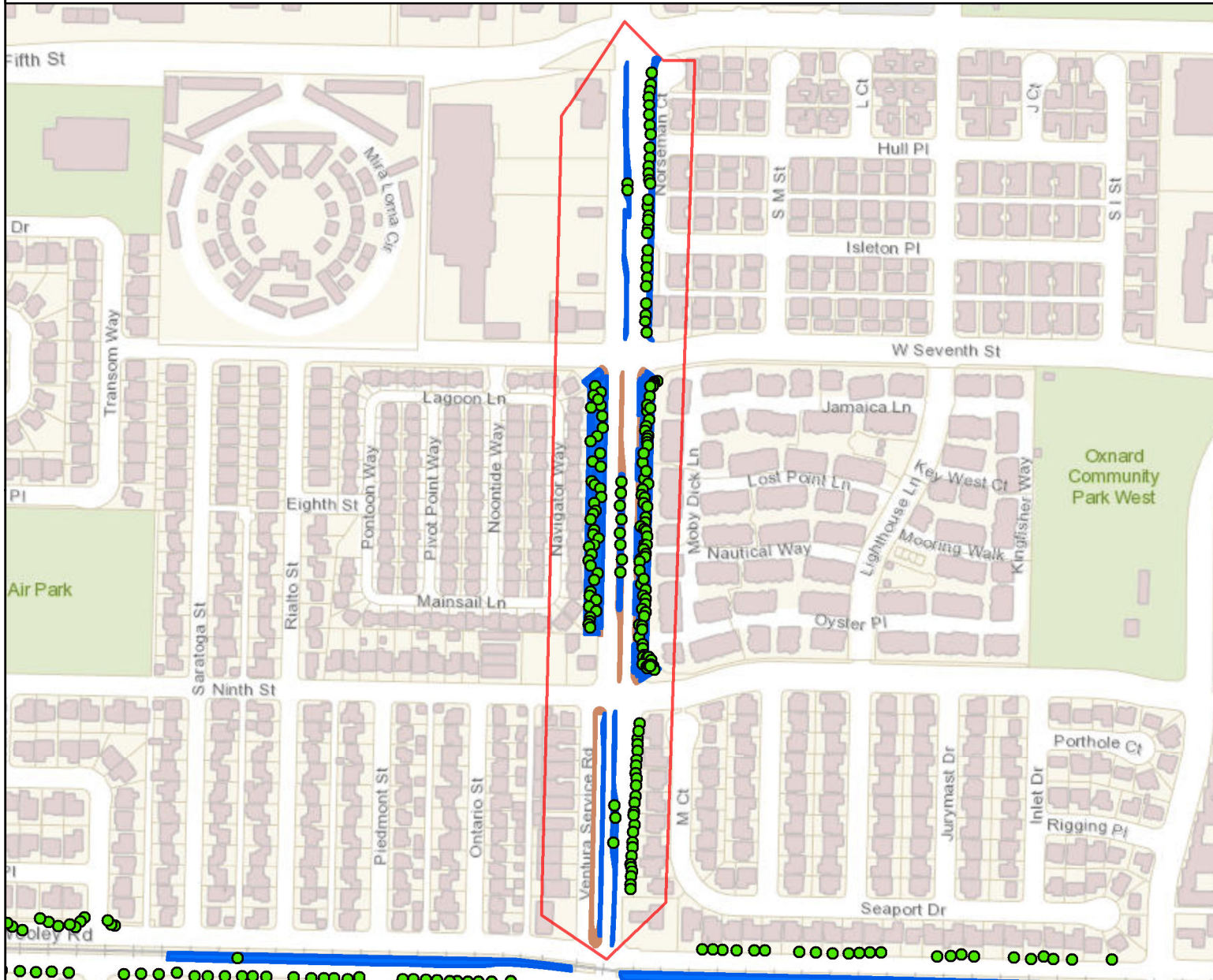
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 40 OF 51, VENTURA 1



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

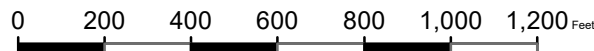
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~79,815 SQ FT
 ~1.83 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~26,411 SQ FT
 ~0.61 ACRES

PROJECT TREES:
 177 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



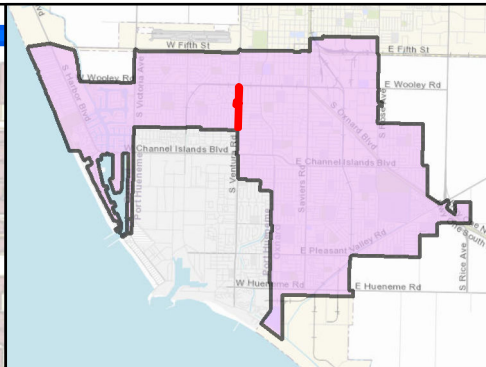
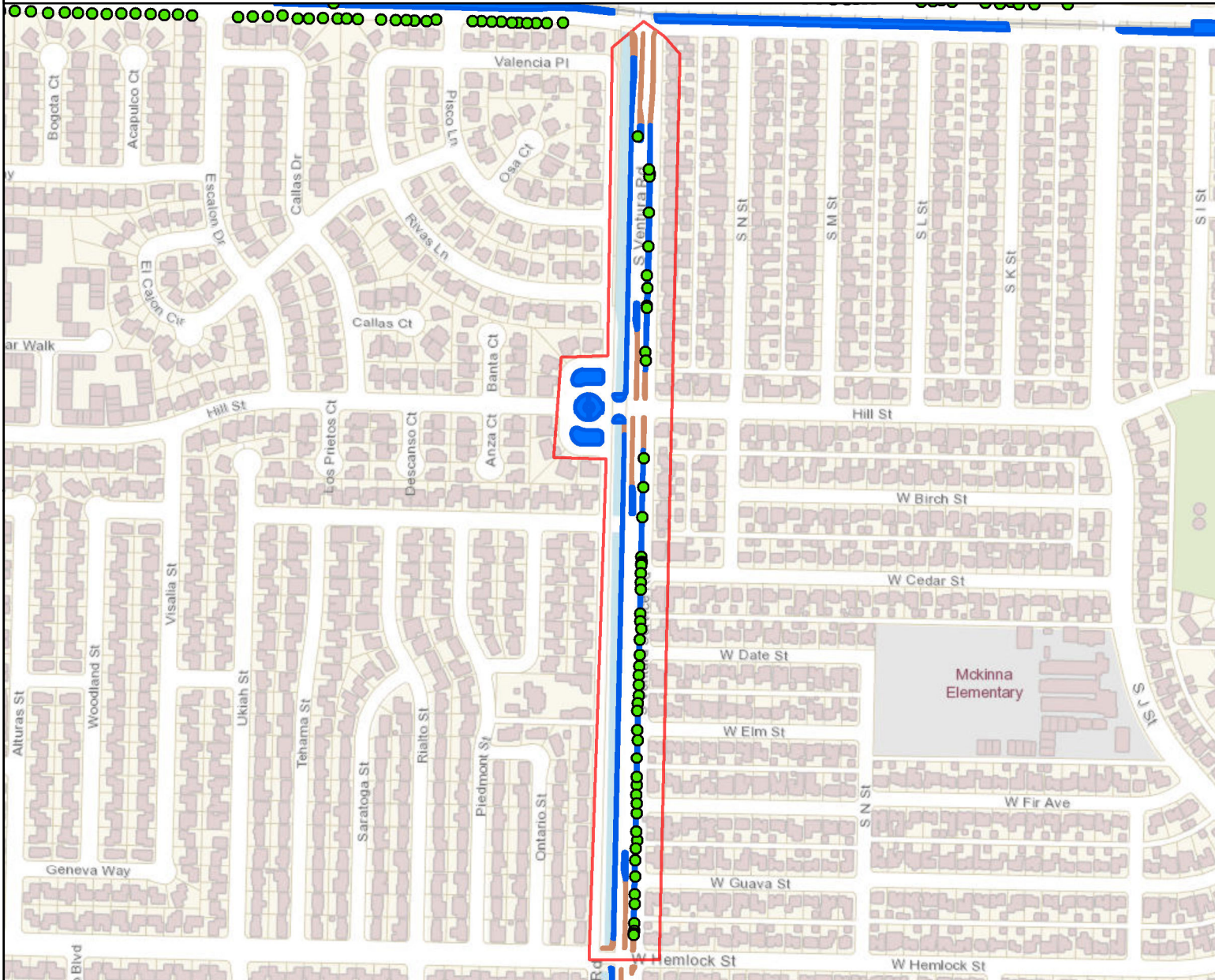
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 41 OF 51, VENTURA 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~52,941 SQ FT
 ~1.22 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~9,789 SQ FT
 ~0.22 ACRES

PROJECT TREES:
 52 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

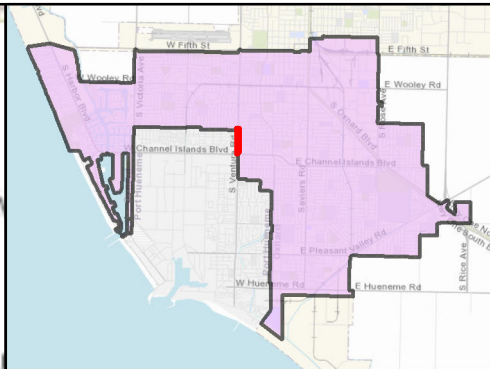
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 42 OF 51, VENTURA 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

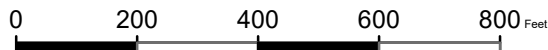
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~8,433 SQ FT
 ~0.19 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~7,779 SQ FT
 ~0.18 ACRES

PROJECT TREES:
 7 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



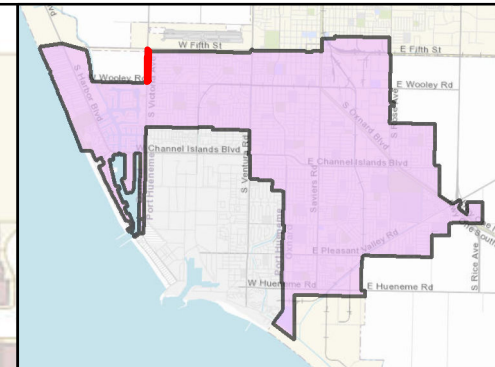
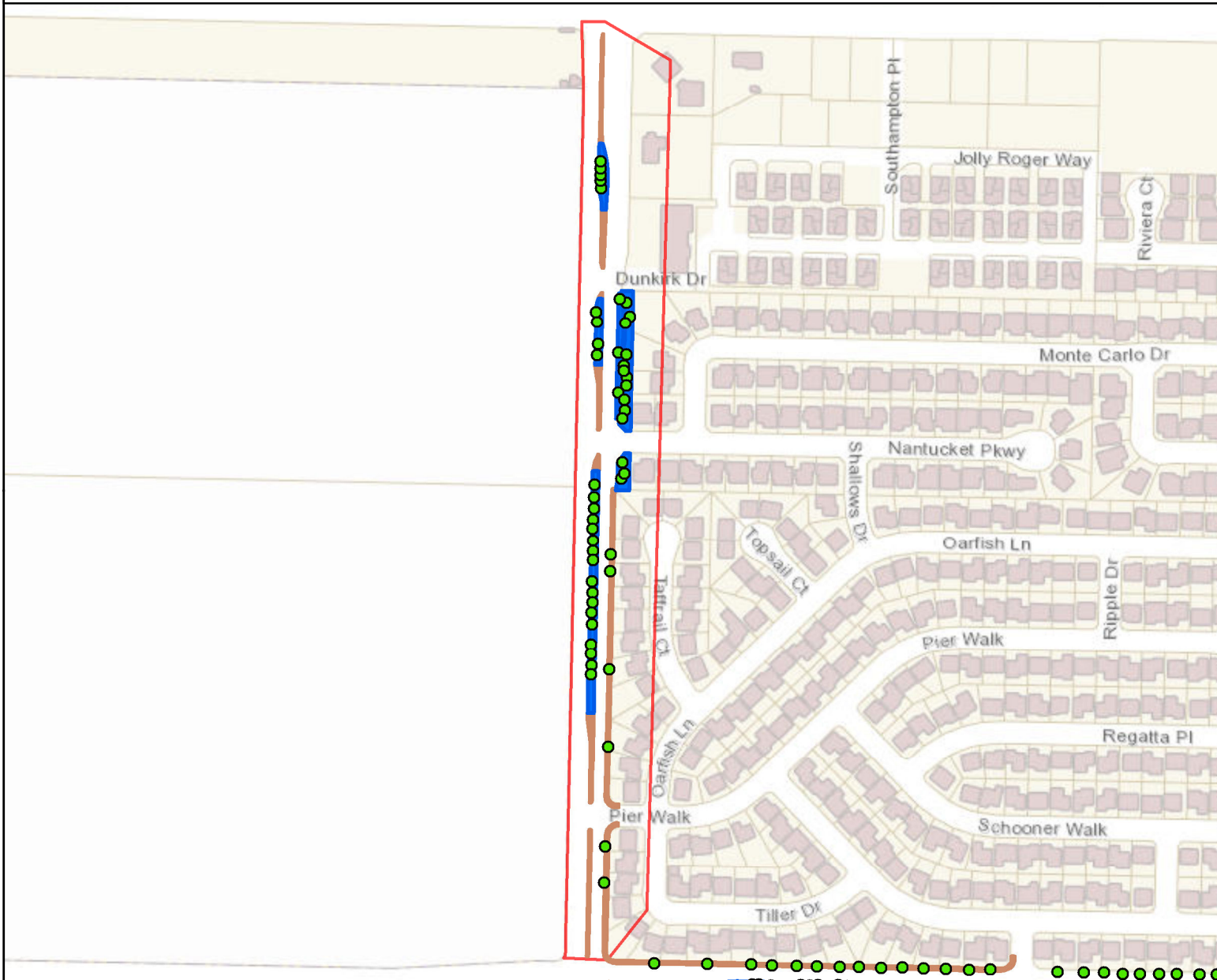
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 43 OF 51, VICTORIA 1



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

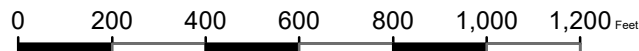
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~32,560 SQ FT
 ~0.75 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~19,566 SQ FT
 ~0.45 ACRES

PROJECT TREES:
 49 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



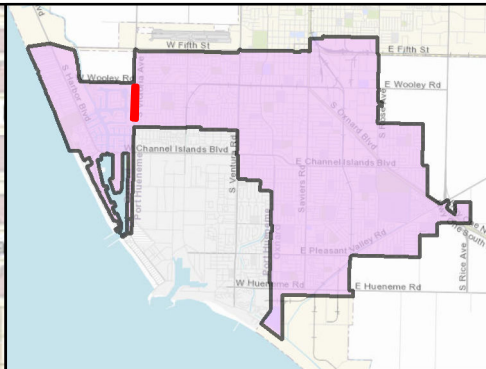
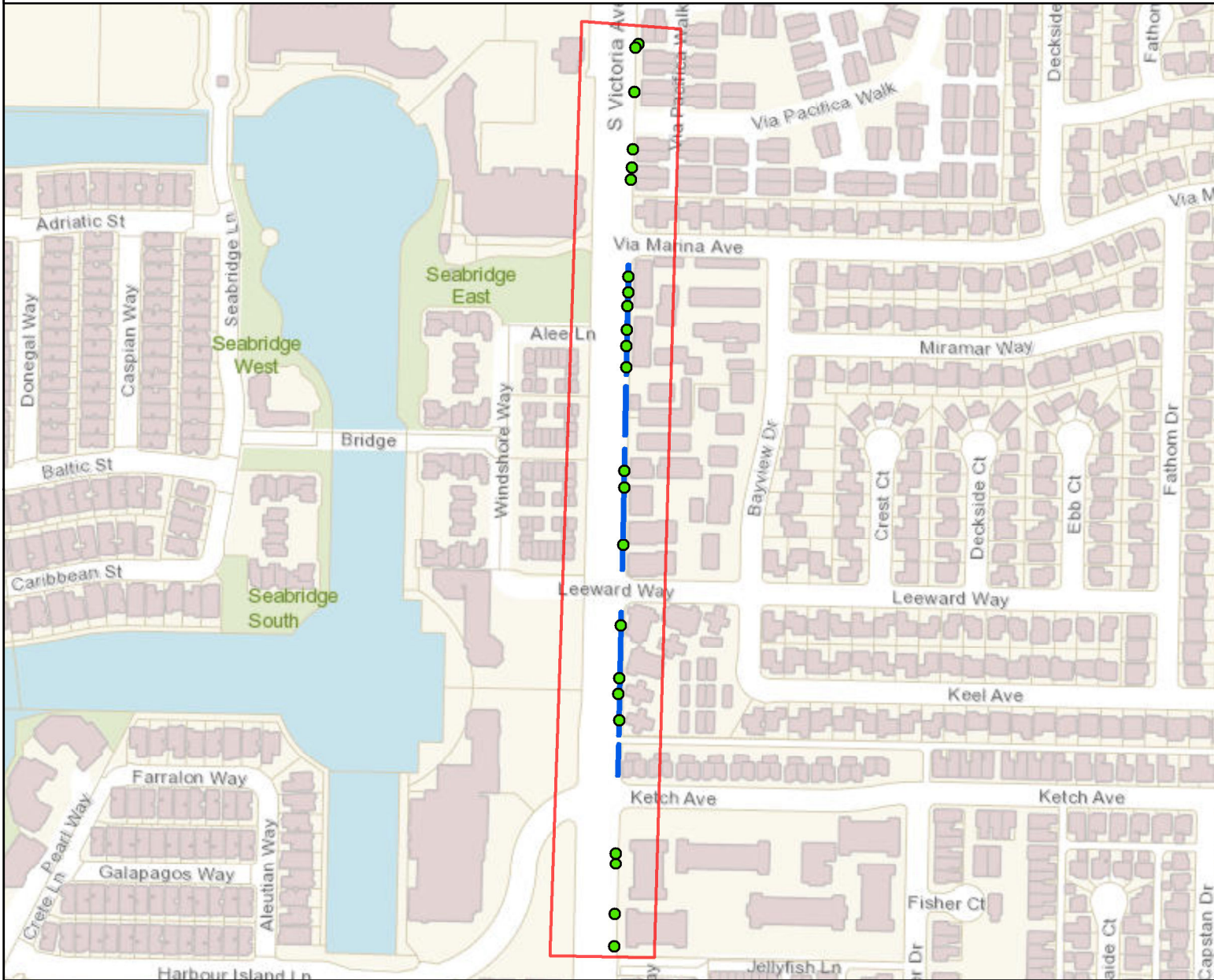
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 44 OF 51, VICTORIA 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

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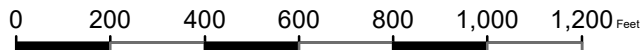
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~5,305 SQ FT
 ~0.12 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

PROJECT TREES:
 23 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



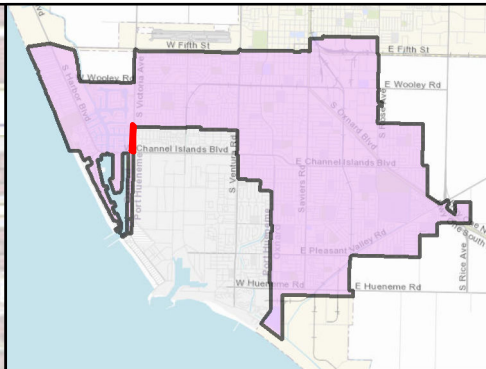
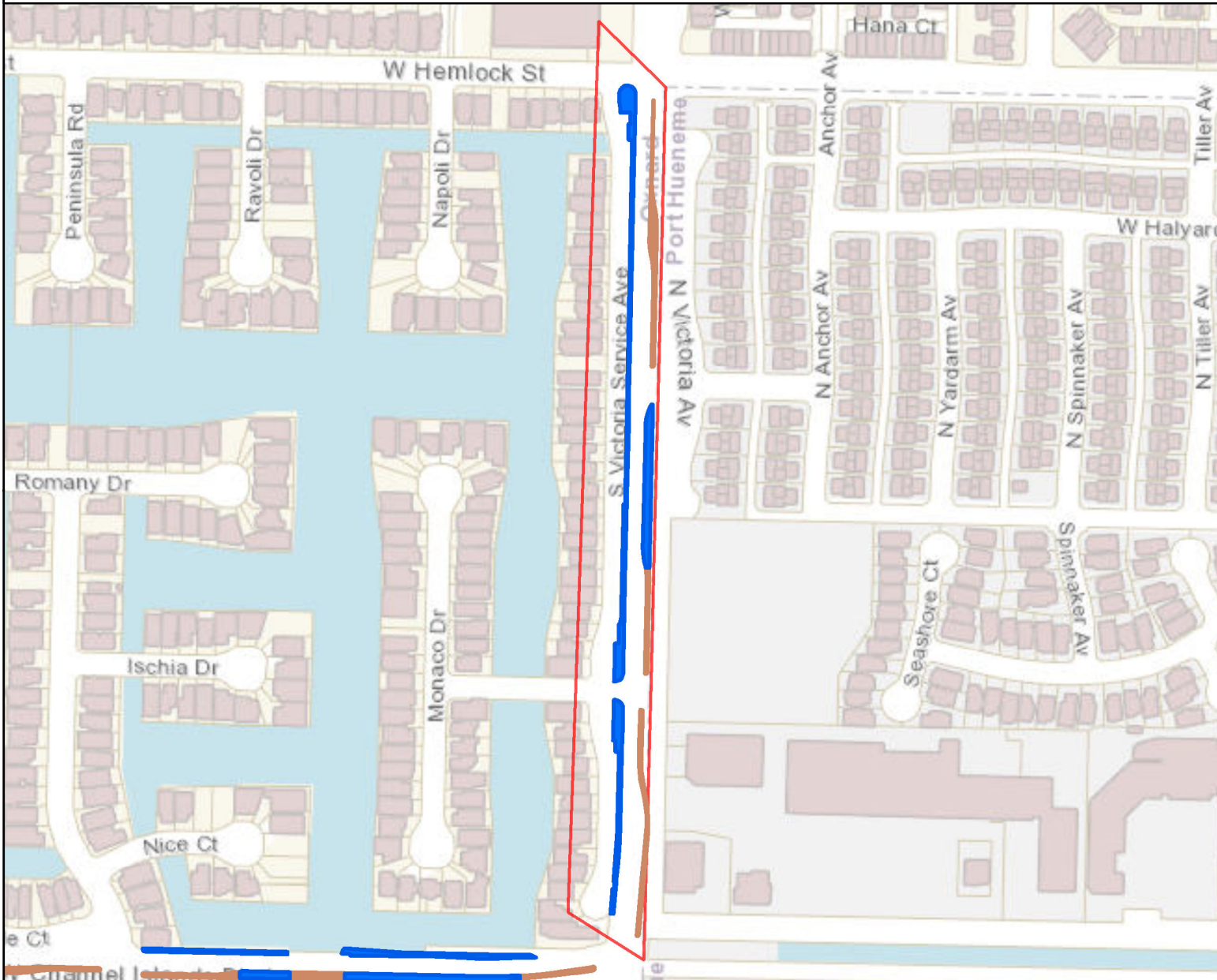
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 45 OF 51, VICTORIA 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

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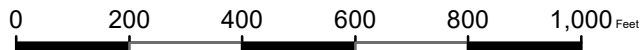
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~20,480 SQ FT
 ~0.47 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~7,673 SQ FT
 ~0.18 ACRES

PROJECT TREES:
 0 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



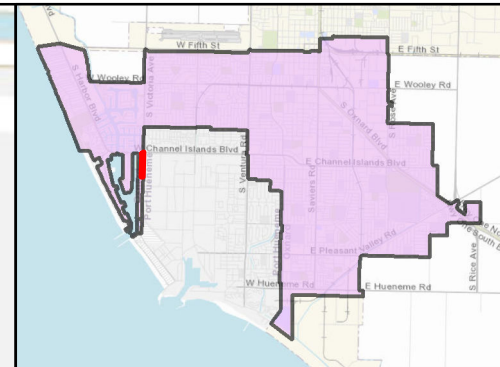
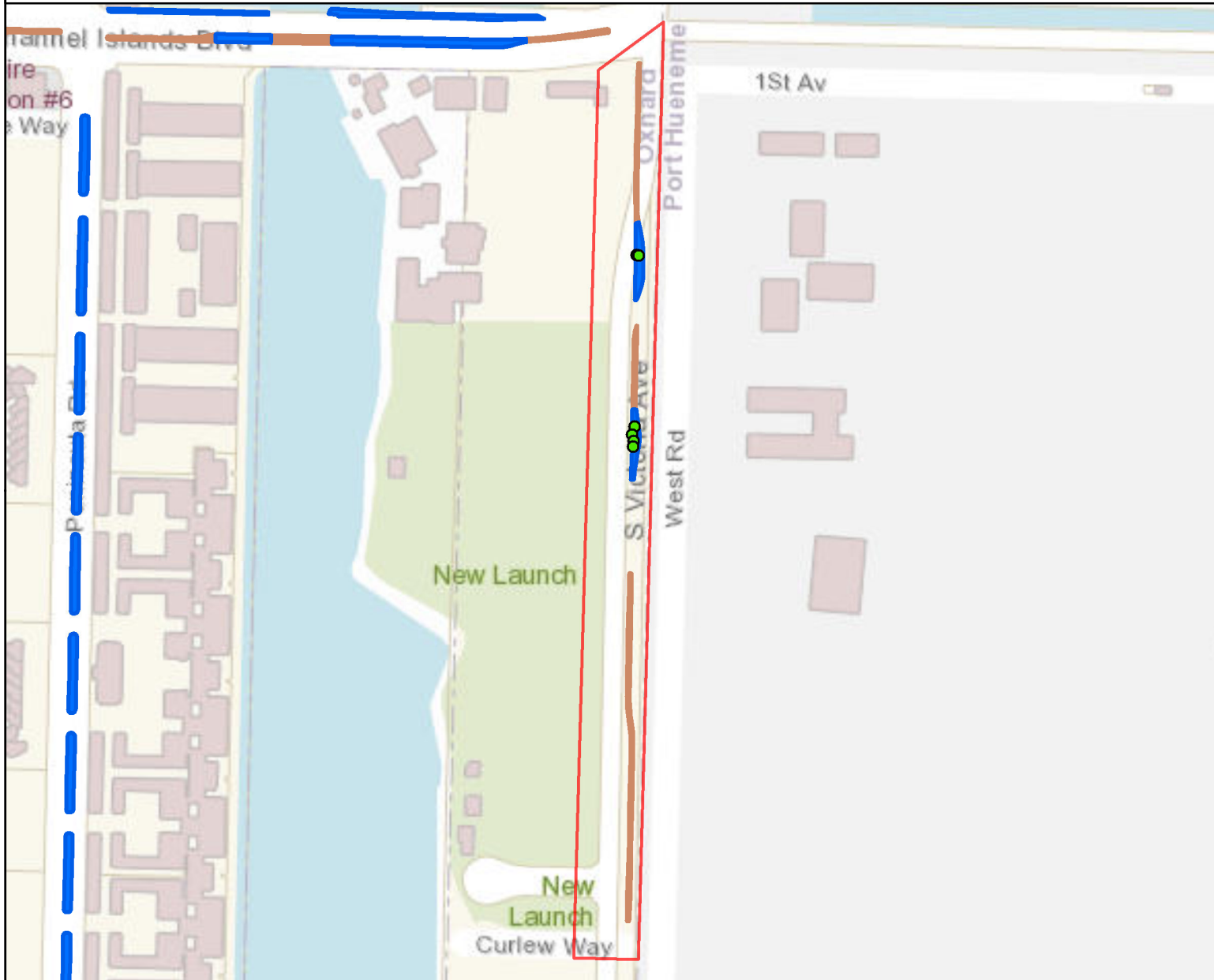
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 46 OF 51, VICTORIA 4



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

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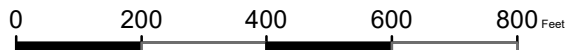
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~3,620 SQ FT
 ~0.08 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~6,496 SQ FT
 ~0.15 ACRES

PROJECT TREES:
 6 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



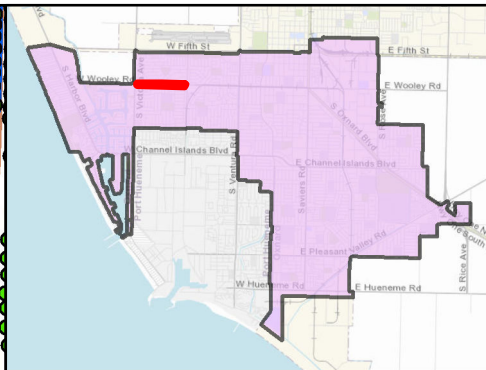
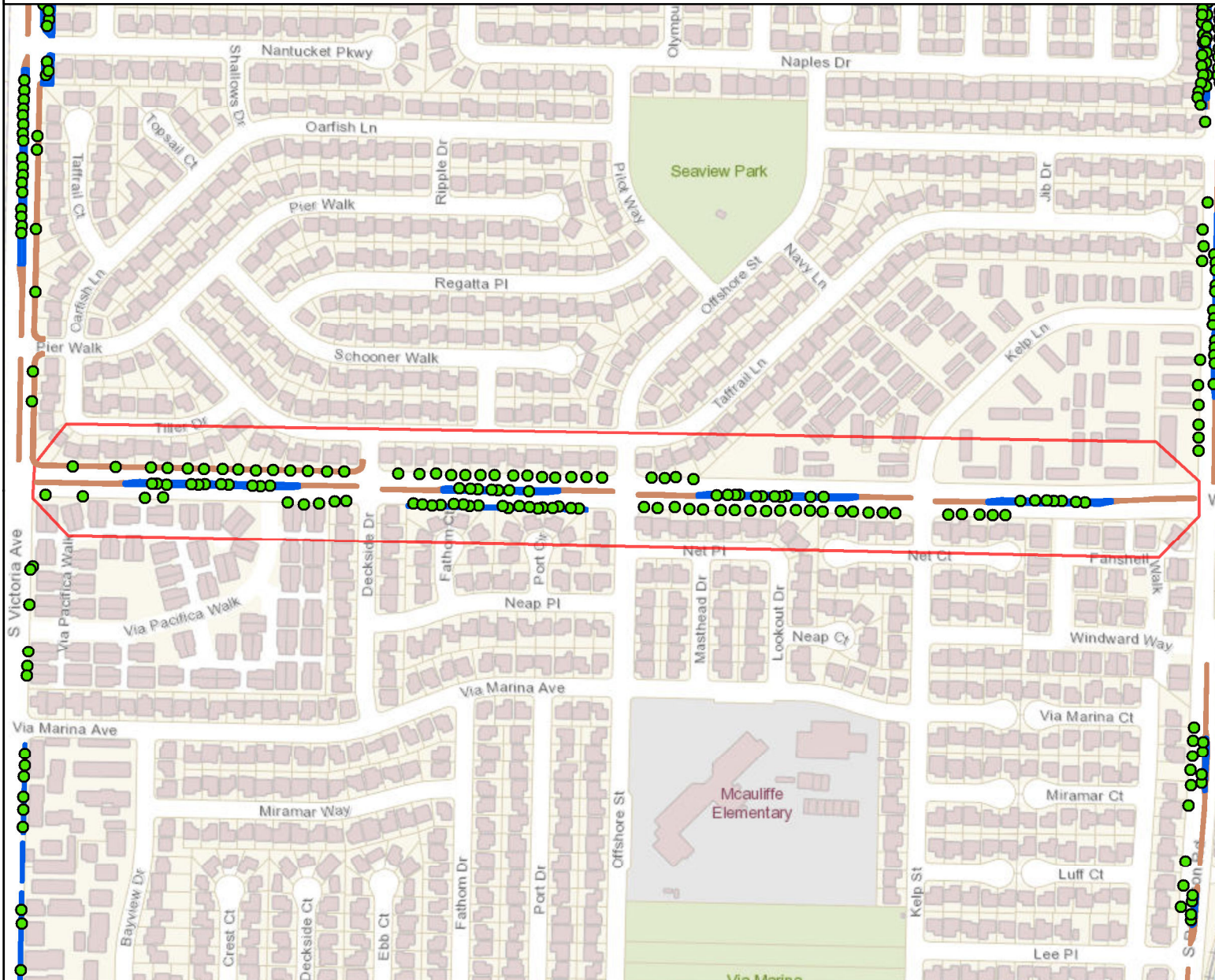
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 47 OF 51, WOOLEY 2



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

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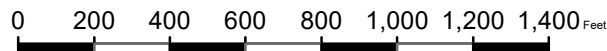
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~30,860 SQ FT
 ~0.71 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~17,365 SQ FT
 ~0.4 ACRES

PROJECT TREES:
 118 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



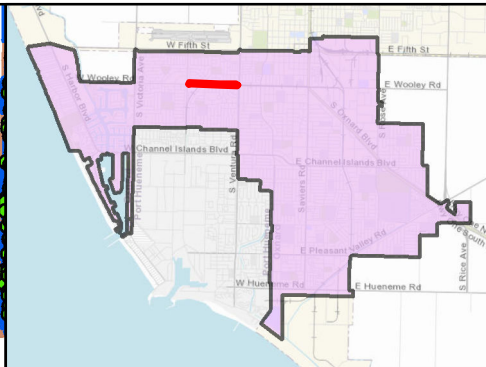
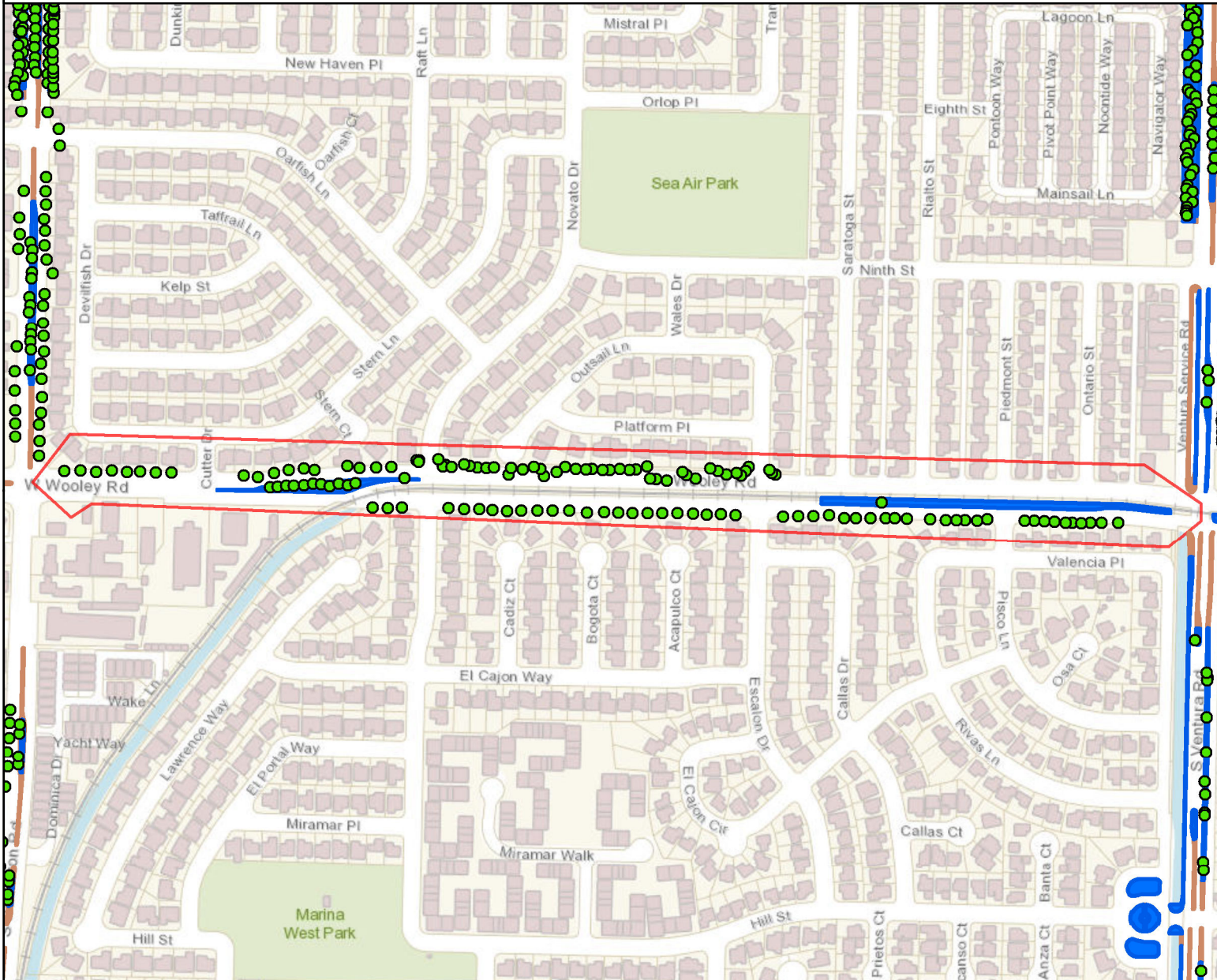
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 48 OF 51, WOOLEY 3



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

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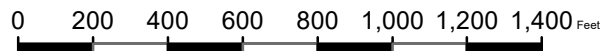
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~34,887 SQ FT
 ~0.8 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

PROJECT TREES:
 125 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



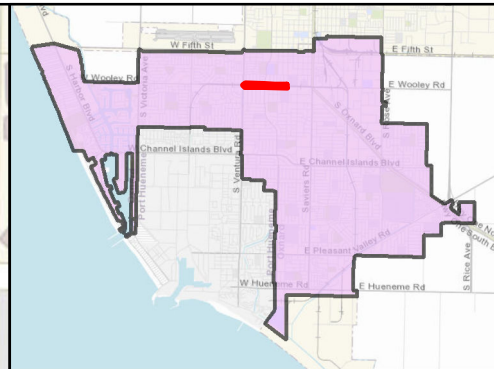
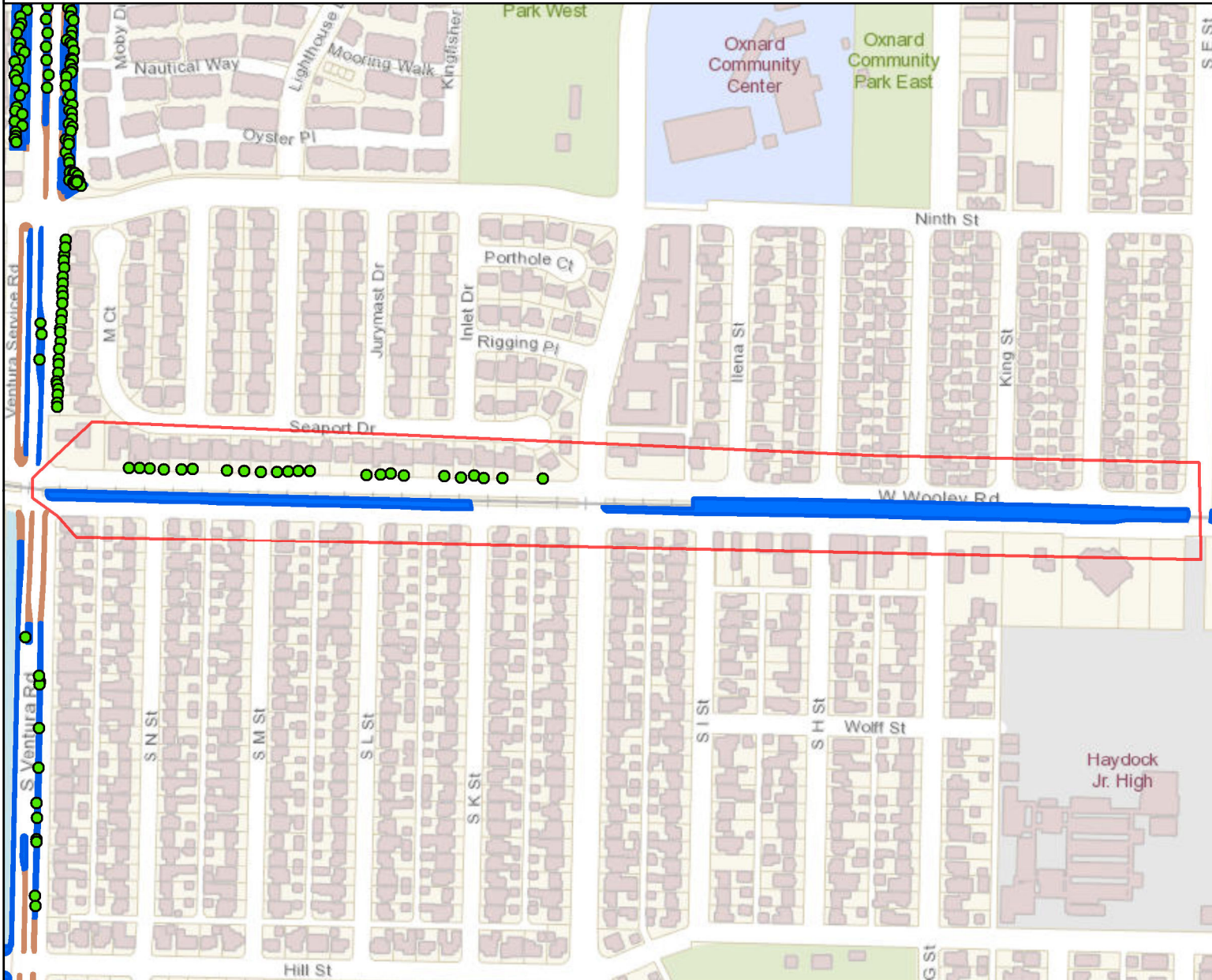
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 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 49 OF 51, WOOLEY 4



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

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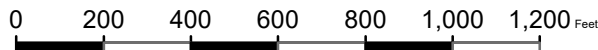
MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~94,522 SQ FT
 ~2.17 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

PROJECT TREES:
 23 TREES



City of Oxnard
 Geographic Information Systems
 March 2021



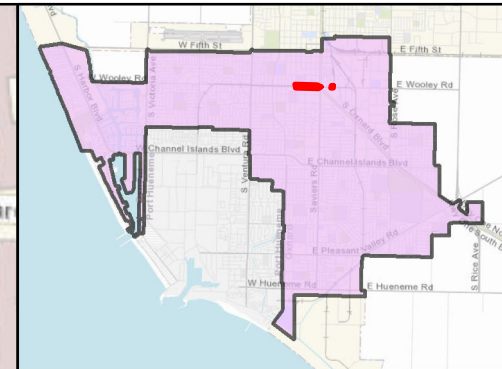
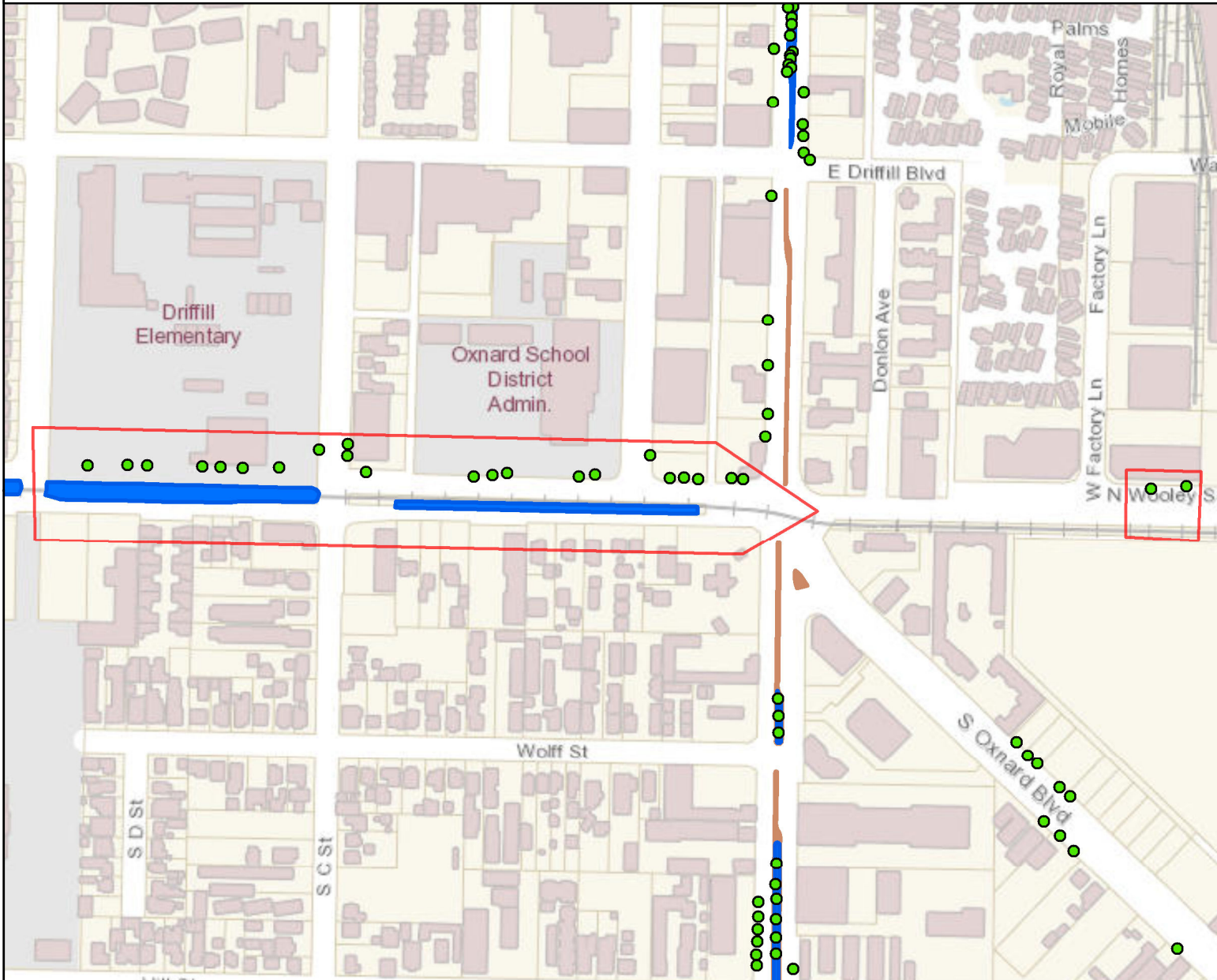
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 50 OF 51, WOOLEY 5



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~40,348 SQ FT
 ~0.93 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~0 SQ FT
 ~0 ACRES

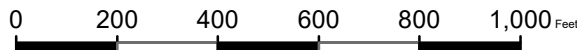
PROJECT TREES:
 24 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

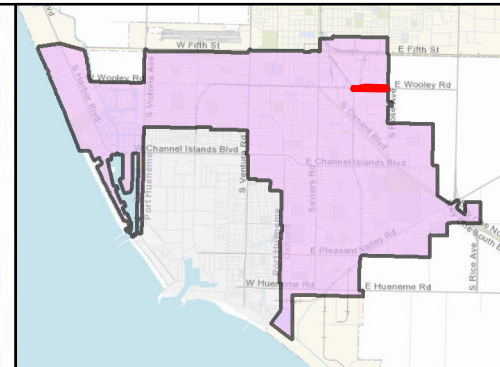
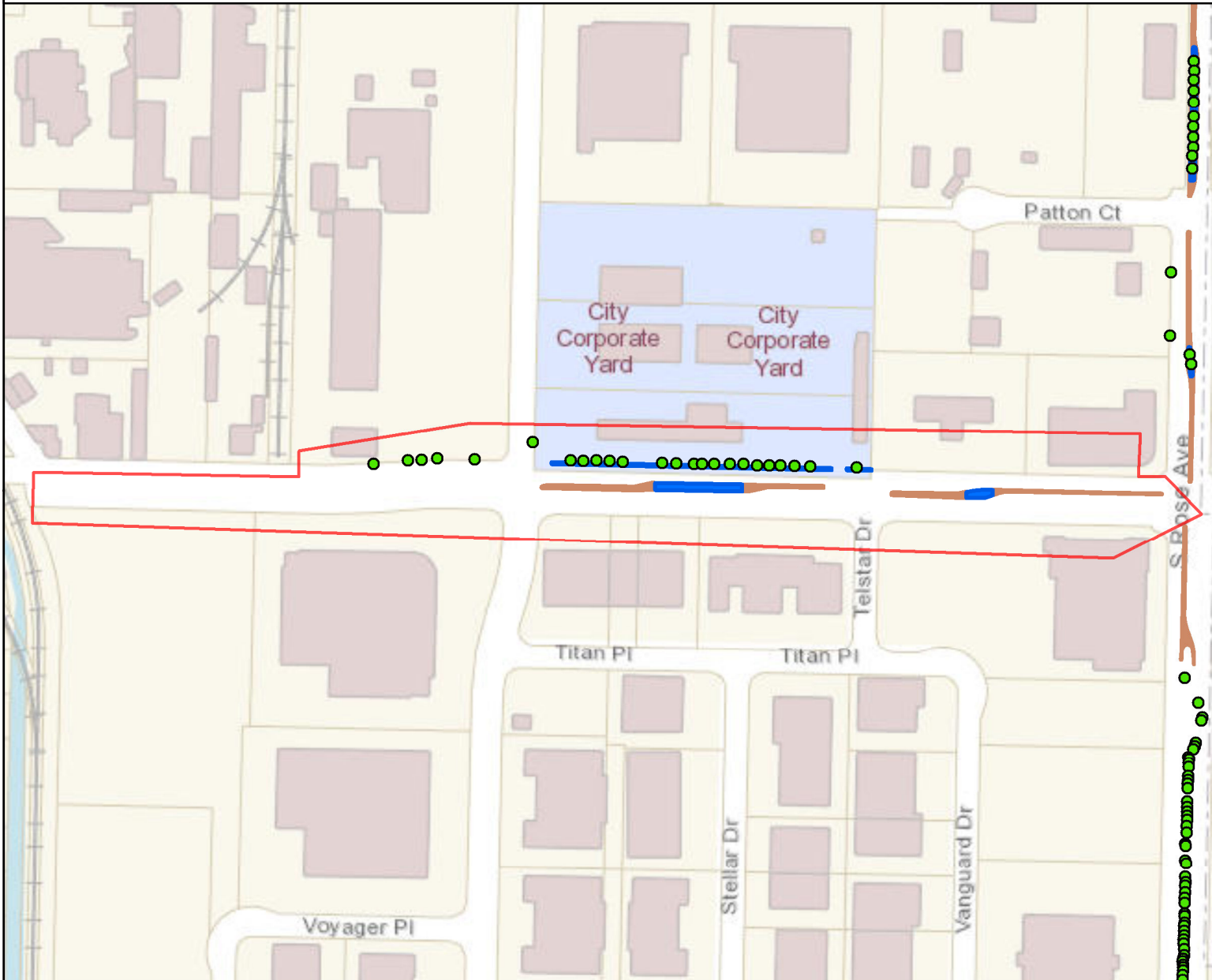
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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department



- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map

REGION 3 WORK DETAIL: PAGE 51 OF 51, WOOLEY 6



MAINTENANCE TOTALS

REGION 3

TREES: 2,365
 MEDIAN & PARKWAY ACRES-
 LANDSCAPED: 28.97
 HARDSCAPE: 9.03

WORK EXTENT THIS PAGE

MEDIAN & PARKWAY
 LANDSCAPE AREAS:
 ~7,096 SQ FT
 ~0.16 ACRES

MEDIAN & PARKWAY
 HARDSCAPE AREAS:
 ~5,649 SQ FT
 ~0.13 ACRES

PROJECT TREES:
 24 TREES



City of Oxnard
 Geographic Information Systems
 March 2021

0 200 400 600 800 1,000 Feet

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Data Sources: City of Oxnard GIS Division
 County of Ventura GIS Department

- Trees On Arterial Streets
- Medians & Parkways
- Hardscape
- Work Extent on this Map



City of Oxnard
Purchasing Department

Solicitation # PW 21-72
Bid Close Date: 04/12/21 at 2:00 pm PT



City of Oxnard
Request for Bid
PW 21-72

Treed Grid Pruning

Bid Close Date: April 12, 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/>

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: GARCIA'S TREE MAINTENANCE SERVICE, INC.

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

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

i. BIDDER'S RESPONSE: TENLEY GARCIA HERNANDEZ, NO CONTRIBUTIONS
--

ii. **BIDDER'S RESPONSE:** TENLEY GARCIA HERNANDEZ, PRESIDENT

iii. **BIDDER'S RESPONSE:** 11 YEARS

iv. **BIDDER'S RESPONSE:** 2614 BALBOA ST. OXNARD, CA 93036

- 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: NONE

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

BIDDER'S RESPONSE: TENLEY GARCIA HERNANDEZ, 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.

City of Oxnard
Purchasing Department

Solicitation # PW 21-72
Bid Close Date: 04/12/21 at 2:00 pm PT

i. **BIDDER'S RESPONSE:** Please see attached, Pages 1-5

ii. **BIDDER'S RESPONSE:**

iii. **BIDDER'S RESPONSE:**

iv. **BIDDER'S RESPONSE:**

v. **BIDDER'S RESPONSE:**

vi. **BIDDER'S RESPONSE:**

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

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.

The City reserves the right to award to multiple vendors. Awards will be based on lowest bidder per region. Being awarded one region does not guarantee award of all regions. A single award may be issued, if a single vendor is the lowest bidder for all regions. Vendors are not required to bid on all regions to be considered for award. Vendors should bid based on their capacity. If a vendor chooses to bid on all regions, the vendor must have the capacity to service all regions included in this solicitation. Work shall be conducted in all regions simultaneously.

Scheduled Pruning Services

The Vendor(s) shall provide pruning services for all trees within the City's arterial medians and parkways.

	Total Cost
Region 1	\$182,665.00
Region 2	\$182,410.00
Region 3	\$201,025.00
Hourly Rate for as-needed tasks	\$ 150 /hour
Material mark up rate for as-needed tasks	10%

**ATTACHMENT B
COMPANY INFORMATION**

Name of Company: Garcia's Tree Maintenance Service, Inc.

Address: 2614 Balboa St. Oxnard, CA 93036

Service to provide: Tree Pruning

Main Point of Contact: Tenley Garcia Hernandez

Fed Tax ID: 84-3915368

City Tax ID: 21-00101816

E-mail: garciasbiz@gmail.com

Phone: 805-479-0168

6.0 Credentials/Resumes/Certifications/Licenses:

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

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

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



City of Oxnard
Purchasing Department

Solicitation # PW 21-72
Bid Close Date: 04/12/21 at 2:00 pm PT

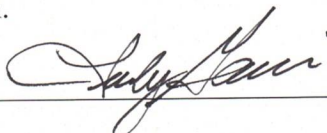
a. BIDDER'S RESPONSE:	Please see attached, Pages 1-5
b. BIDDER'S RESPONSE:	
c. BIDDER'S RESPONSE:	
d. BIDDER'S RESPONSE:	
e. BIDDER'S RESPONSE:	

CERTIFICATIONS

I, Tenley Garcia, a duly authorized agent of	Garcia's Tree Maintenance Service, Inc
Printed Name of Agent/Officer	Name of Organization

hereby certify that Garcia's Tree Maintenance Service, 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: 4/9/2021

President, Tenley Garcia Hernandez
Title of Agent/Officer:

"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:	Community Property Management
Address:	751 East Daily Drive. Suite 300 Camarillo, CA 93010
Contact person:	Kerri Brown
Email address:	kerri@cpm1.com
Telephone address:	805-987-8945
Project name:	Spanish Hills Tree Trimming Project
Dates worked performed:	Currently Providing Service
Summary of scope of services:	Trimming (Pines, Eucalyptus, Pear, Palms)
Project cost:	\$90,000

Reference 2	
Company name:	Surfside III
Address:	600 Sunfish Way. Port Hueneme, CA 93041
Contact person:	Andy Santamaria
Email address:	a67sand@aol.com
Telephone address:	805-607-8686
Project name:	Surfside Tree Trimming
Dates worked performed:	November-December 2020
Summary of scope of services:	Trimming (Pines, Coral, Sycamore, Eucalyptus)
Project cost:	\$22,000

Reference 3	
Company name:	City of Port Hueneme

City of Oxnard
Purchasing Department

Solicitation # PW 21-72
Bid Close Date: 04/12/21 at 2:00 pm PT

Address:	700 B Hueneme Rd, Port Hueneme, CA 93041
Contact person:	Charles Cable
Email address:	ccable@ci.port-hueneme.ca.us
Telephone address:	805-986-6658
Project name:	Tree Removal Project
Dates worked performed:	February-March 2021
Summary of scope of services:	Tree Removals with Stump (Eucalyptus and Melaleuca)
Project cost:	\$28,000

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE: Please see attached, Pages 6-8

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

BIDDER'S RESPONSE: None



Date: April 10, 2021

Re: City of Oxnard Bid PW 21-72 (Tree Grid Pruning).

Thank you for giving Garcia's Tree Maintenance Service, Inc the opportunity to submit a proposal for the tree pruning services of the City of Oxnard.

The undersigned, as proposer, declares that he/she has carefully examined the location of the proposed work as described, examined and acknowledges the receipt of all Addenda which includes the Specifications and General Provisions, read the instructions to Proposers, and is familiar with all proposal requirements.

We are confident about the improvements and commitment our service and team will make to the appearance of the City of Oxnard.

Our mission is to provide an unequalled tree service solution. The Garcia's Tree Maintenance Service, Inc team looks forward on working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Tenley Garcia", is written over a light blue horizontal line.

Tenley Garcia
President



Before anything, we thank you for your time and effort in learning about our company. With more than 10 years serving Ventura County in all phases of tree service, Garcia's Tree Maintenance Service Inc. offers our clients the exceptional commitment and attention that is needed to create and maintain beautiful and healthy trees. We have a long history of providing professional services and high quality results.

Garcia's Tree Maintenance Service, Inc. was built around the principles of providing exceptional service, presenting a professional appearance, and most importantly taking pride in everything we do. We place great emphasis on maintaining good customer relations based on teamwork and communication skills and in particular responding rapidly to queries and requests. We believe that putting our values into practice creates long-term relationship with our customers.

Our team members are our most valuable resource. They are the backbone of our company. Garcia's Tree Service employs over 10 trained tree maintenance professionals, with an average of 7 years tenure with the company. We strive to attract, develop, retain and motivate the best team members. We want to be the employer of choice, a place where people feel included, valued, and supported. We expect the best from our team and thank them for their outstanding performance.

Capabilities Profile

Garcia's Tree Service maintains home owners associations, city parks, streetscapes, slopes, shopping centers, apartment complexes and private estates. Garcia's is also well aware of the constant advancing industry and up to date on new products and technology.

Garcia's Tree Service 10 plus years of experience with large portfolio in accounts give any property management team the confidence of having Garcia's Tree Service as their tree service contractor of choice. Our management team has experience in maintaining large accounts and working with property management companies to protect the property assets and provide a beautiful and safe environment for homeowners and the general public. Garcia's Tree Service believes in developing long-term relationships with the communities we maintain by keeping educated and well-trained team members on sites daily to react to any concerns that may arise and to provide consistent service to the property.

Garcia's Tree Service knows that a beautiful tree is often the first impression a customer sees when driving onto a homeowners association or commercial property. The health of trees is extremely important, especially with southern California's seasonal Santa Ana wind storms. Garcia's Tree Service knows how to trim and manicure these property assets to protect customer's cars and pedestrians from falling trees and branches. Garcia's Tree Service prides itself in adding those special touches to enhance and to improve the overall appearance of all our properties.

Meet the Team

Tenley Garcia Hernandez: President

Upon graduating from Holly Names University and earning a Bachelor's degree in Business Administration, Tenley joined the business her father had started in 2005 and was tasked with growing the maintenance division. As vice President of Garcia's Landscaping, Tenley had the opportunity to grow and become familiar with the tree industry. With more than 10 years experience in the arboriculture field, Tenley has taken a new direction with the establishment of Garcia's Tree Service Maintenance Inc. Tenley is responsible for the following:

- Responsible for business operations projects including the development of projects and objectives, leading projects initiatives, coordinating resources and staff involvement, providing oversight and direction and ensuring project completion.
- Manages a strong professional relationship with team members and customers.
- Manages and schedules labor, equipments and material to accomplish production goals.
- Maintains sufficient staff to accomplish production schedules and analyzes future needs, forecasting staff and material needs to complete projects.
- Conducts timely performance reviews of direct reports and take corrective action when appropriate.
- Visits job sites on a regular basis to ensure performance meets expectations.
- Oversees the finance, banking, accounting and risk management functions of the company.

Tenley is a licensed California General Contractor and holds her California Qualified Applicator's License (QAL).

Pablo Garcia: Project Manager

Founder of Garcia's Landscaping in 1982, Pablo Garcia began his landscape career with a single lawn mower and a few neighbors as customers. With an entrepreneurial spirit and strong work ethic, Mr. Garcia decided early in his life that landscaping was his passion. Mr. Garcia devoted his time and energy

on providing quality work, insuring customer satisfaction and building his landscape company. The landscaping field led Mr. Garcia to explore new avenues in the arboriculture field. With more than 20 years experience in the arboriculture field, Mr. Garcia responsibilities include the following:

- Visit job site on a regular basis, observing organization of work, identifying and resolving training issues, and taking necessary actions to ensure quality.
- Understands contract specifications and ensures they are met and maintains customer completion satisfaction.
- Provides most recent plans to field staff at the beginning of the day and provides instructions to ensure Crew Leader and crew are prepared to complete the job.
- Ensures all work is completed in adherence to safety policies and guidelines.
- Identifies business opportunities.
- Development of team members, training, coaching, mentoring to reach potential and established goals for the individual and division.

Nancy Cortez: Office/Safety Manager

Nancy joined the Garcia's team in 2020. She brings more than 10 years of corporate management experience to the Garcia's Tree Service team. She is currently a student at Oxnard College and will soon earn her Associate of Arts. Nancy's responsibilities include the following:

- Maintained weekly payroll
- Manage booking tasks.
- Provide excellent customer service to external and internal customers.
- Manage contract provisions, invoices and provide estimates to customers.
- Organize office operations and procedures.
- Assist in the hiring process.
- Inspect/Audit employees vehicles
- Lead/organize safety Inspections and prevention program

Pedro Aguilar: Field Manager

Pedro is a lifelong native of Ventura County, Oxnard. Pedro started his career with the Garcia's team 20 years ago. Pedro responsibilities include the following:

- Supervise all personnel: organizing and directing work. Monitors projects to ensure quality and compliance with job standards.

- Establish and enforces operating procedures and work standards that will ensure adequate performance and personnel safety.
- Provides team with assistance in performing duties as necessary to meet deadlines.
- Answers inquiries from current or prospective customers regarding methods, materials, or price ranges.
- Provides information about landscaping services and costs.
- Prepares service and project estimates based on labor, material, and costs.
- Recommends changes in working conditions or equipment use to increase crew efficiency.

Brenda Garcia: Project Manager

Brenda joined the Garcia's team in 2016. A graduate from Pepperdine University with a Master's in Education, Brenda brings more than 10 years of corporate management experience. Brenda's responsibilities include the following:

- Provides coaching and direction to direct reports to ensure their continued professional growth and development.
- Provide team members with guidance in handling difficult or complex problems or in resolving escalated complaints.
- Manage relationship with vendors.
- Provide efficient and professional administrative and clerical service to colleagues and supervisors.
- Provide weekly field operations/job site inspections.
- Oversee all aspects of office operations.

The Garcia's Tree Service team takes pride of all its team members. Each team member has a special set of skills that are fundamental and of great value to this company. The Garcia's Tree Service team is excited and looks forward on exceeding your expectations.



Tree Trimming Projects:

Porta Rossa Apartments

Emergency Tree Removal Project Completed: January 2021

C/o Iasset Management

1201 W Gonzales Rd. Oxnard, CA 93036

Jazmin Ariza 805-485-8800 vpalazzo@iassetmgmt.com

Final Cost: \$6500.00

Scope of work:

1. Removal (1) Fallen Acacia Tree-Landed on Apartment Structure.
2. Crane Service to remove tree from structure.
3. Haul way all debris.

Brock Hills HOA

Project Completed: January 2021

C/o AMS Realty Management

2323 Portola Ave. #150 Ventura, CA 93003

Joanne Hunot 805-450-4536 go.outside@yahoo.com

Project Cost: \$18,000

Scope of Work:

1. Trimming and removal of various trees along the HOA property.

Pacific Pointe HOA

Project Completed: April 2019

C/O Community Property Management

3703 Shelly Pl. Oxnard, CA 93033

Al Valentini 818-730-6776 avalentini2@hotmail.com

Original contract amount: \$24,000.00

Final cost of project: \$24,000.00

Scope of work:

1. Trim (133) Eucalyptus Trees (Top 20% and Thinning 25%).

Thomas Fire-Grant Park Tree Removal Project

Project Completed: Nov 2018

C/O City of Ventura

501 Poli Street. Ventura, CA 93001

Andy Torrez 805-652-4540 atorrez@cityofventura.ca.gov

Original cost of project: \$120,000.00

Final cost of project: \$120,000.00

Scope of work:

1. Removal of various sized trees along hills and canyons within Grant Park that were destroyed by the Thomas Fire.

Ventura Unified School District: Contract to trim various schools

Contract since 2015

255 W. Stanley Ave. #100. Ventura, CA 93001

Sergio Cahuantzi 805-444-6821 sergio.cahuantzi@venturausd.org

Up to date billed cost of project: \$250,000.00

Scope of work:

1. Removal and trimming of various trees and stump grind.

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, Tenley Garcia Hernandez

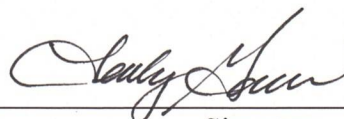
depose and say that I am President
("Sole Owner", "A Partner", "President", or other proper title)

of Garcia's Tree Maintenance Service, 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



City of Oxnard
Purchasing Department

Solicitation # PW 21-72
Bid Close Date: 04/12/21 at 2:00 pm PT

ATTACHMENT F



City of Oxnard
Purchasing Department

Solicitation # PW 21-72
Bid Close Date: 04/12/21 at 2:00 pm PT



City of Oxnard
Purchasing Department

Solicitation # PW 21-72
Bid Close Date: 04/12/21 at 2:00 pm PT



City of Oxnard
Purchasing Department

Solicitation # PW 21-72
Bid Close Date: 04/12/21 at 2:00 pm PT

ATTACHMENT F
LOCAL BUSINESS QUALIFICATION AFFIDAVIT

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

Definition of Local Business

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

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

Additional supporting documentation is required to verify qualification includes:

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

Business Name: Garcia's Tree Maintenance Service, Inc.

Physical Address: 2614 Balboa St. Oxnard, CA 93036

Phone: 805-479-0168

E-Mail: garciasbiz@gmail.com

Date Principal Business Address Established: 01/2020

No. of Company Employees at this address: 12

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

City Business License No.: 20-00101816

Taxpayer Identification No. (TIN): 84-3915368

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

Signature of Company Official

Date

4/10/2021

Print Name, Title Tenley Garcia Hernandez, President

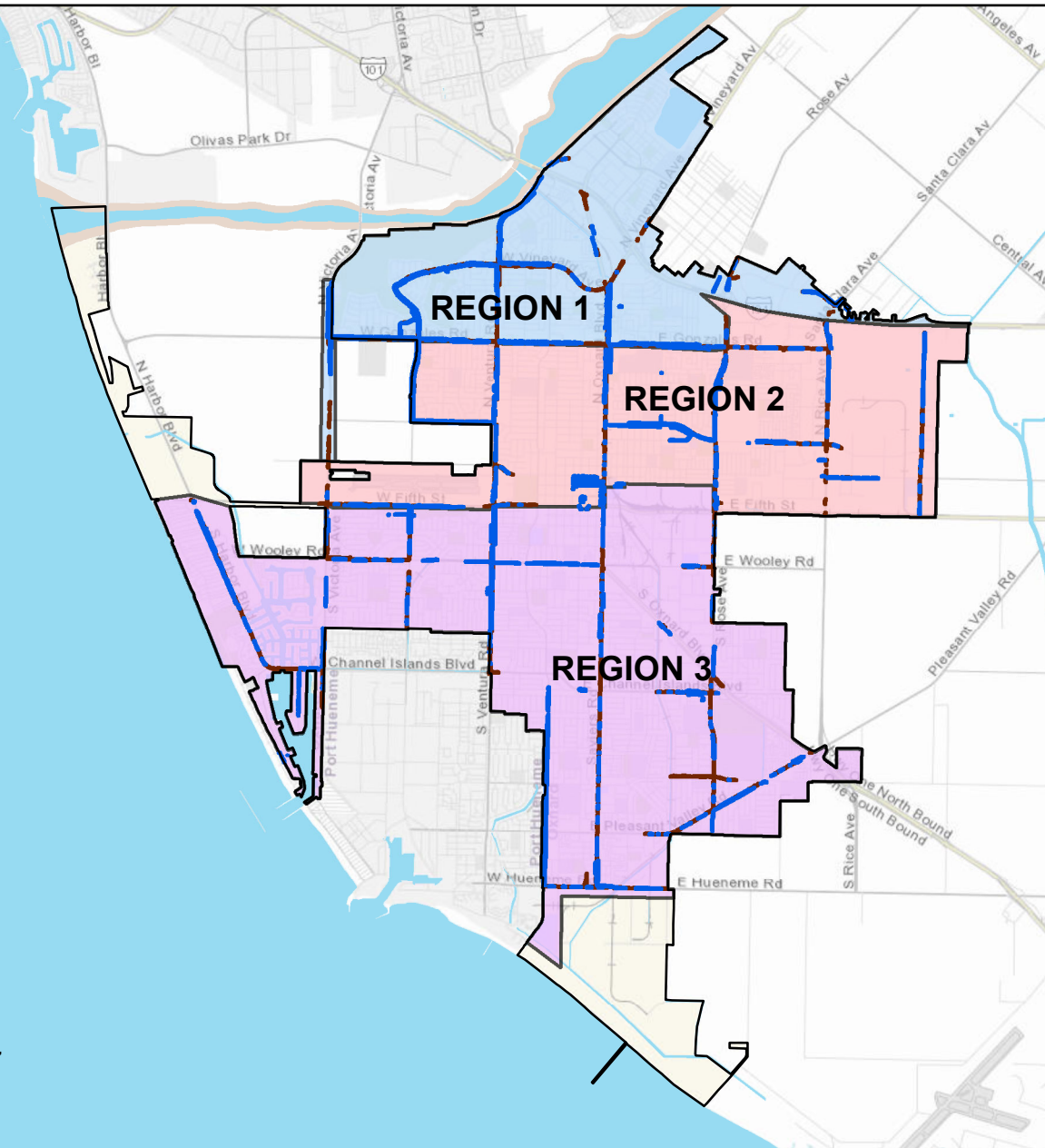
Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

GENERAL SERVICES MAINTENANCE AREAS

REGION 1
TREES: 2,149
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 33.3
HARDSCAPE - 7.4

REGION 2:
TREES: 2,146
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 31.7
HARDSCAPE - 10

REGION 3:
TREES: 2,365
MEDIAN &
PARKWAY ACRES:
LANDSCAPE- 28.97
HARDSCAPE - 9.0



MAINTENANCE TOTALS

FULL CITY

MEDIAN &
PARKWAY
LANDSCAPE
AREAS:
~94 ACRES

MEDIAN &
PARKWAY
HARDSCAPE
AREAS:
~26.4 ACRES

TREES ALONG
ARTERIAL
STREETS:
~6,660 TREES



City of Oxnard
Geographic Information Systems
March 2021

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



 Medians & Parkways
 Hardscape

CITYWIDE ARTERIAL STREET TREE GRID PRUNING SERVICES WITH GARCIA'S TREE MAINTENANCE SERVICES, INC.

Public Works and Transportation Committee
June 8, 2021

Steve Howlett
Assistant Public Works Director

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute agreements with Garcia's Tree Maintenance Services, Inc. for tree grid pruning maintenance services within citywide arterial streets for a total amount of \$566,100 for a one-year term ending June 30, 2022:

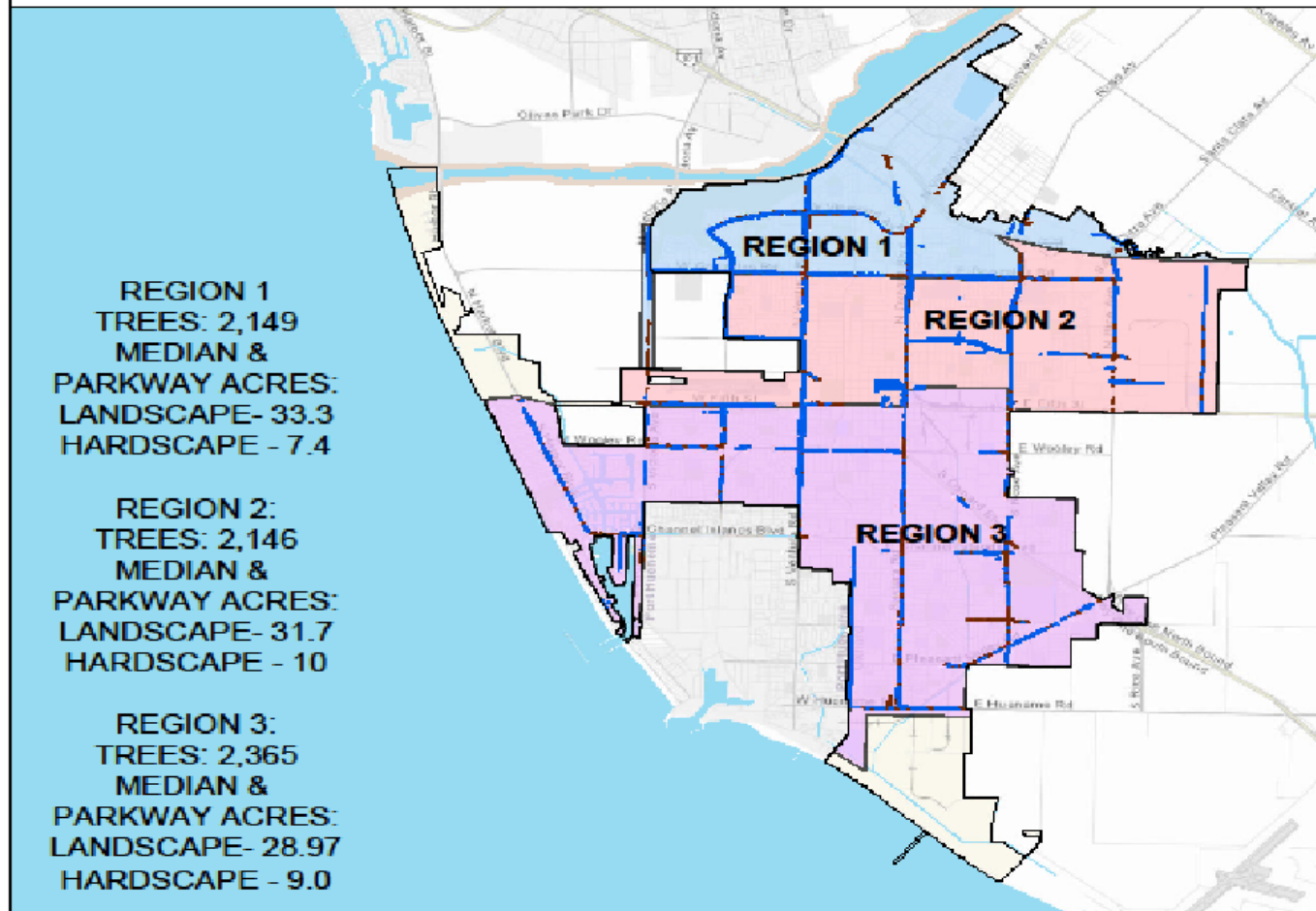
1. Agreement A-8324 with Garcia's Tree Maintenance Services, Inc. for a total amount of \$182,665 in Region 1;
2. Agreement A-8325 with Garcia's Tree Maintenance Services, Inc. for a total amount of \$182,410 in Region 2; and
3. Agreement A-8326 with Garcia's Tree Maintenance Services, Inc. for a total amount of \$201,025 in Region 3.

- Voters passed Measure E sales tax initiatives in November 2020
- Measure E allows the City to re-invest in Oxnard through community identified recovery and relief priorities including
- Identified priority for Measure E revenues
 - Restoring landscaping services
 - Keeping public areas safe and clean

- Request for Bid (RFB) PW 21-72 was released on March 23, 2021
- Bid included rates for tree trimming on arterial streets throughout the City based on regions of approximately equal size

Region	Tree Count
Region 1	2,149
Region 2	2,146
Region 3	2,365

GENERAL SERVICES MAINTENANCE AREAS



MAINTENANCE TOTALS

FULL CITY

MEDIAN & PARKWAY LANDSCAPE AREAS:
~94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~26.4 ACRES

TREES ALONG ARTERIAL STREETS:
~6,660 TREES



City of Oxnard
Geographic Information Systems
March 2021



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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

 Medians & Parkways
 Hardscape

- Purchasing Department received two (2) responsive bids by the April 12, 2021 closing date:
 - Mariposa Landscapes, Inc.
 - Garcia's Tree Maintenance Services, Inc.
- Garcia's Tree Maintenance Services, 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 all three (3) agreements with Garcia's Tree Maintenance Services, Inc. is \$566,100
- All costs associated with this agreement have been included in the FY 2021-22 Proposed Budget to be adopted June 29, 2021
- To be allocated in the Public Works Parks General Fund budget

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

Garcia's Tree Maintenance Services, Inc.	
Total Costs	
Region 1	\$182,665
Region 2	\$182,410
Region 3	\$201,025
Total	\$566,100

QUESTIONS?