

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](http://www.oxnard.org).



AGENDA  
OXNARD CITY COUNCIL  
PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
Council Chambers, 305 West Third Street  
March 14, 2023  
**Regular Meeting - 8:30 to 10:00 PM**

**Zoom details to call-in for public comment during a meeting:**

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 814 0379 4195**
- 3. Passcode: 892039**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, **press \*9 to raise your hand** to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. **Press \*6 when asked to unmute.** Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT [WWW.OXNARD.ORG](http://WWW.OXNARD.ORG).

To find out how you may provide public comment, please refer to the instructions below or at [www.https://www.oxnard.org/city-meetings/](http://www.https://www.oxnard.org/city-meetings/).

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](http://Youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at [www.oxnard.org/city-meetings](http://www.oxnard.org/city-meetings).

\*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

**YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:**

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
  - a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at [www.oxnard.org/citymeetings](http://www.oxnard.org/citymeetings).
  - b. Submit an email to [cityclerk@oxnard.org](mailto:cityclerk@oxnard.org) no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
  - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

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 include: (Minutes for Presentation + Council Discussion + Public Comment)**

- a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, **press \*9 to raise your hand** while in the zoom waiting room. Once called on, **press \*6 to unmute** your phone.
- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at [www.oxnard.org/city-meetings](http://www.oxnard.org/city-meetings).

**In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.**

\* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. After 30 minutes, if all speakers have not 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

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the February 28, 2023 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Trade Service Agreement 32300293 with Executive Facilities Services, Inc. for Custodial Services at Various City Locations. (10 minutes)

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

1. The execution of an Agreement with Executive Facilities Services, Inc., for a term of one year with the option to extend for two consecutive periods of one year each for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount of \$700,000 to provide custodial services for the Water Campus, Blending Stations 3, 4 and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling

and Transfer Station (Del Norte); and

2. Purchasing Agent to execute amendments to extend the term of this Agreement up to a total maximum term of three (3) years.

(This item is not subject to the California Environmental Quality Act.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/z9FWEOZtOxo>

Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
AGENDA REPORT**

**CONSENT AGENDA  
AGENDA ITEM NO. C.1**

**DATE:** March 14, 2023

**TO:** Public Works and Transportation Committee

**FROM:** Rose Chaparro, City Clerk, (805) 385-7805, [rose.chaparro@oxnard.org](mailto:rose.chaparro@oxnard.org)

**SUBJECT:** Approval of Minutes.

**RECOMMENDATION**

That the Public Works & Transportation Committee approve the minutes of the February 28, 2023 regular meeting as presented.

**BACKGROUND**

Approval of Minutes.

**STRATEGIC PRIORITIES**

This agenda item is a routine operational item.

**FINANCIAL IMPACT**

There is no financial impact.

*Prepared by: Rose Chaparro, City Clerk*

**ATTACHMENTS**

1. MINUTES 02 28 2023 Public Works & Transportation

MINUTES  
OXNARD CITY COUNCIL  
PUBLIC WORKS AND TRANSPORTATION COMMITTEE  
Regular Meeting  
February 28, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & 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 John C. Zaragoza were present in person.

Staff members present in person were Alexander Nguyen, City Manager; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Jose Arreola, Fleet Services Manager; Dee Lai, Assistant City Clerk; and Rose Chaparro, City Clerk.

Michelle (Elle) McCarron, Assistant City Attorney participated via videoconference.

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

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the January 24, 2023 regular meeting as presented.

*It was moved by Chair Perello, seconded by Member Zaragoza, to approve the meeting minutes as presented. VOTE: Perello and Zaragoza voted in favor, the motion carried 2-0.*

D. REPORTS

1. Public Works Department

SUBJECT: Public Project Agreement 32300257 with Blackpointe Group Construction & Management Inc. for On-Call Fencing Repair Services Project (Rebid), Specification No. SD 23-53R.

RECOMMENDATION: The Public Works and Transportation Committee recommend that the City Council approve and authorize an agreement with Blackpointe Group Construction & Management Inc. for a total amount not to exceed \$400,000 for a three-year term for On-Call Fencing Repair Services.

(This item is categorically exempt from the California Environmental Quality Act pursuant to Title 14 California Code of Regulations section 15301(d).)

Steve Howlett, Assistant Public Works Director presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

2. Public Works Department

SUBJECT: Agreement 32300154 with Auto Body International, Inc. for Light and Medium Duty Paint and Body.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize an Agreement with Auto Body International, Inc. for a one-year term with the option to extend for two consecutive one year periods for a maximum contract term of three years, and a total contract not-to-exceed amount over the entire possible contract term of \$375,000 for light and medium duty paint and body work.

(This item is not considered a project subject to the California Environmental Quality Act.)

Jose Arreola, Fleet Services Manager presented and answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 8:49 p.m.

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ROSE CHAPARRO

City Clerk

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BERT E. PERELLO

Chair



## PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

### REPORTS AGENDA ITEM NO. D.1

**DATE:** March 14, 2023

**TO:** Public Works and Transportation Committee

**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

**SUBJECT:** Trade Service Agreement 32300293 with Executive Facilities Services, Inc. for Custodial Services at Various City Locations. (10 minutes)

### RECOMMENDATION

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

1. The execution of an Agreement with Executive Facilities Services, Inc., for a term of one year with the option to extend for two consecutive periods of one year each for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount of \$700,000 to provide custodial services for the Water Campus, Blending Stations 3, 4 and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte); and
2. Purchasing Agent to execute amendments to extend the term of this Agreement up to a total maximum term of three (3) years.

(This item is not subject to the California Environmental Quality Act.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/z9FWEOZtOxo>

### BACKGROUND

Currently, there are seven enterprise-funded facilities, at a total of 66,600 square feet, that have been serviced by contract custodial staff over the past 18 years by companies following competitive solicitations. Due to the approved staffing levels for the Facilities Division, custodial services have been contracted for these facilities. Services include rubbish disposal, anti-bacterial agents, vacuuming, drain clearing, floor waxing, dusting, window cleaning, polishing and thorough break and restroom sanitation. In addition, the vendor provides all cleaning supplies and provisions.

### DISCUSSION

On December 28, 2022, the City issued a formal Request for Bid (RFB) PW 23-71 for custodial cleaning services at the following utility facilities: Water Campus, Blending Stations 3, 4, and 5, Oxnard Wastewater Treatment Plant (OWTP), Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte). A mandatory walk-through of all facilities was conducted on January 4, 2023,

and the RFB closed on January 19, 2023.

The City received two bids that were both reviewed by the Purchasing Manager and Public Works Management Analyst. As a result of the RFB, the City determined Executive Facilities Services, Inc. to be the lowest responsive bidder pursuant to the process outlined in the Oxnard Municipal Code. The RFB includes the site-specific custodial service requirements to ensure each individual location has the required level of service. Staff has confirmed that Executive Facilities Services, Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that the vendor is capable of satisfactorily completing the project. Therefore, staff recommends that the City Council award this Agreement to Executive Facilities Services, Inc.

The Agreement is for an initial one-year term. It also allows the option to extend up to two one-year terms for a total duration not to exceed three years, upon the written agreement of both parties. By having annual options to extend the term it allows the City and the vendor to revisit services being rendered and impacts to inflation costs to ensure that both parties can continue to meet the requirements of the contract.

## STRATEGIC PRIORITIES

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

## FINANCIAL IMPACT

The total cost for this Agreement with Executive Facilities Services, Inc. shall not exceed \$700,000 through April 14, 2026, if extended. Services are provided to the Water, Wastewater, and Environmental Resources utility divisions and will commence April 15, 2023. Sufficient funds are available in each respective operating budget for Fiscal Year 2022-23. Funding for future years will be included in the proposed operating budgets for City Council's consideration.

No General Fund money will be used for this Agreement. The following table shows the estimated spending plan for each utility division. The contract allows for an annual inflation factor, as such there is an estimated 10% inflation increase starting in FY 2023-24.

| <b>Fund</b>       | <b>Account</b> | <b>FY 22-23<br/>3.5 months</b> | <b>FY 23-24<br/>12 months</b> | <b>FY 24-25<br/>12 months</b> | <b>FY 25-26<br/>8.5 months</b> | <b>TOTAL</b>     |
|-------------------|----------------|--------------------------------|-------------------------------|-------------------------------|--------------------------------|------------------|
| <b>Water</b>      | 6013600-53200  | \$16,000                       | \$63,000                      | \$67,000                      | \$53,500                       | <b>\$199,500</b> |
| <b>Wastewater</b> | 6113615-53200  | \$18,000                       | \$69,000                      | \$75,000                      | \$61,000                       | <b>\$223,000</b> |
| <b>AWPF</b>       | 6013605-53200  | \$8,500                        | \$33,000                      | \$36,000                      | \$29,000                       | <b>\$106,500</b> |
| <b>Del Norte</b>  | 6313630-53200  | \$14,000                       | \$53,000                      | \$58,000                      | \$46,000                       | <b>\$171,000</b> |

|              |                 |                  |                  |                  |                  |
|--------------|-----------------|------------------|------------------|------------------|------------------|
| <b>Total</b> | <b>\$55,000</b> | <b>\$218,000</b> | <b>\$236,000</b> | <b>\$177,500</b> | <b>\$700,000</b> |
|--------------|-----------------|------------------|------------------|------------------|------------------|

*Prepared by: Omar Castro, Water Division Manager, Jan Hauser, Wastewater Division Manager, Brian Yanez, Assistant Public Works Director*

#### **ATTACHMENTS**

1. EFS Agreement 32300293
2. Presentation

**TRADE SERVICE AGREEMENT  
BETWEEN  
THE CITY OF OXNARD AND EXECUTIVE FACILITIES SERVICES, INC.**

**By This Trade Services Agreement** ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Executive Facilities Services, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

**1. SUMMARY DESCRIPTION OF SERVICES.** Custodial Services at Oxnard Utility Locations

**2. PARTIES.**

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Executive Facilities Services, Inc. ("SERVICE PROVIDER"), a corporation of the State of California, located at 1227 Flynn Road Ste. 307 Camarillo, CA 93012

**3. TERM OF AGREEMENT:** From (Date): April 15, 2023 To (Date): April 14, 2024

**3.1** Time is of the essence in this Agreement.

**3.2** Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of three (3) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with section 20 of this Agreement.

**3.3** The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

**3.4** All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

**4. AGREEMENT AMOUNT:** \$700,000.

**5. AGREEMENT EXHIBITS:** The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services  
Exhibit B: Schedule of Compensation  
Exhibit C: Insurance Requirements  
Exhibit D: Living Wage Policy  
Exhibit E: Prevailing Wage Policy

## **6. DESIGNATED REPRESENTATIVES.**

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

|                                                                                       |                                             |
|---------------------------------------------------------------------------------------|---------------------------------------------|
| CITY Designated Representative:                                                       | SERVICE PROVIDER Designated Representative: |
| Name: Michael Wolfe, P.E.                                                             | Name: RJ Storm-Larsen                       |
| Title: Public Works Director                                                          | Title: Director of Business Development     |
| Phone: (805) 652-4517                                                                 | Phone: 805-705-4195                         |
| Email: michaelwolfe@oxnard.org                                                        | Email: rjstorm-larsen@execservices.biz      |
| Mailing Address (if differs from above):<br>305 West Third Street<br>Oxnard, CA 93030 | Mailing Address (if differs from above):    |

## **7. CONTRACTUAL PREREQUISITES.**

**7.1.** This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

**7.2.** A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

**7.3.** All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

**7.4** SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

## **8. SERVICE PROVIDER'S SERVICES.**

**8.1** SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may

only be modified by written Amendment pursuant to Section 12 of this Agreement.

**8.2** The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

## **9. COMPENSATION.**

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount that is listed in "Exhibit B." Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

## **10. PAYMENT & INVOICES.**

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

**10.1** Payment Request. SERVICE PROVIDER 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. Invoices may be emailed to: [pwinvoices@oxnard.org](mailto:pwinvoices@oxnard.org).

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

**10.3** SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

**10.4** SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

#### **11. OPTION TO EXTEND AGREEMENT.**

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2 and 3.3, this Agreement shall not be extended.**

#### **12. MODIFICATION OF AGREEMENT.**

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

#### **13. TERMINATION OF AGREEMENT.**

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

#### **14. INDEPENDENT CONTRACTOR**

SERVICE PROVIDER 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 SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER 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. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER 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. SERVICE PROVIDER 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.

#### **15.   LAWFUL PERFORMANCE.**

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

#### **16.   SAFETY REQUIREMENTS.**

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

**17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.**

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

**17.1. Records and Inspections.** The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

**17.2. Deliverables.** SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

**17.3. Ownership – Generally.** All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

**17.4. Ownership of Documents.** Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

**17.5. Confidentiality.** Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain

“trade secrets” (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

**17.6. Disclosure of Information.** SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY’s Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

**17.7. No Warranty.** 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 SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

## **18. ASSIGNMENT.**

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER’s services pursuant to this Agreement shall be provided by the SERVICE PROVIDER’s Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER’s performance of this Agreement without the prior written approval of CITY, by and through the CITY’s Designated Representative.

## **19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.**

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement.

## **20. NOTICES.**

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

## **21. COVENANTS AND CONDITIONS.**

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

## **22. WAIVER.**

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

## **23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.**

**23.1** As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, 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 SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER'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. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

**23.2** The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

**23.3** The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

**23.4** SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER 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. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER'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 SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

## **24. INSURANCE.**

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to

maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

## **25. LIVING WAGE REQUIREMENTS.**

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

## **26. PREVAILING WAGE REQUIREMENTS.**

**26.1. Application.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

**26.2. Compliance with California Department of Industrial Relations (DIR).** To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

**26.3. Contract Splitting.** It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

**26.4. Use of Prevailing Wages vs. Living Wages.** In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

## **27. CONFLICT OF INTEREST**

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices

Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

**28. [RESERVED] -**

**29. [RESERVED] -**

**30. DISPUTES.**

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

**31. DISPUTE RESOLUTION.**

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

**32. AUDIT.**

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER for a period of 3 years

after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

### **33. ADVERTISING AND PUBLICITY**

SERVICE PROVIDER 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.

### **34. NONDISCRIMINATORY EMPLOYMENT.**

SERVICE PROVIDER 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. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

### **35. FORCE MAJEURE.**

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

### **36. GOVERNING LAW.**

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

### **37. SEVERABILITY.**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

**38. INTEGRATED AGREEMENT.**

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

**39. NO THIRD-PARTY BENEFICIARY.**

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

**40. AUTHORITY TO EXECUTE.**

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

**41. EXECUTION – COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

**42. INCONSISTENT OR CONFLICTING TERMS.**

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such

exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

**43. ACKNOWLEDGEMENT.**

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

**[Signatures on next page]**

**In witness** whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

**CITY OF OXNARD**

**EXECUTIVE FACILITIES SERVICES,  
INC.**

\_\_\_\_\_  
☒ John C. Zaragoza, Mayor<sup>1</sup>      Date  
☐ Jennifer Yates, <sup>2</sup>  
Purchasing Manager

\_\_\_\_\_  
James F. Ferraro, CEO      Date

\_\_\_\_\_  
Debra A. Ferraro, Secretary<sup>3</sup>      Date

**ATTEST:**

\_\_\_\_\_  
Rose Chaparro, CITY Clerk      Date  
(only if Mayor signs)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Stephen M. Fischer, CITY      Date  
Attorney (always required)

<sup>1</sup> The City Council must authorize and the Mayor must execute any agreement over \$200,000.

<sup>2</sup> The Purchasing Agent may execute any authorized agreement up to \$200,000.

<sup>3</sup> The City requires the following for any contract:

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

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

## **EXHIBIT A**

### **TRADE SERVICE AGREEMENT (CITY of Oxnard and Executive Facilities Services, Inc.)**

#### **SCOPE OF SERVICES**

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#### **SUPPLIES AND EQUIPMENT**

The Vendor shall furnish and provide all necessary cleaning supplies and equipment as may be required to perform the services under this Contract. All such supplies and materials shall be of the highest quality. All cleaning supplies, including but not limited to cleaning equipment, supplies, dispensers, application bottles and related are to be provided by the Vendor. All expendable items including but not limited to paper products (i.e. toilet paper, toilet seat liners, paper towels, etc.), trash container supplies (including liners), hand soaps, room deodorant, urinal deodorant, disinfectant, enzymes, air fresheners, hand sanitizers, necessary dispensers, batteries, and other related items are to be provided by the Vendor. Vendor shall only provide and utilize cleaning products that are certified “green” and bare the label from a nationally recognized eco-labeling program, such as Green Seal or EPA's Safer Choice. Vendor shall provide a list of cleaning products used along with Material Safety Data Sheets.

Vendor shall annually inspect storage closets and identify out-of-date or unusable cleaning supplies, polishes, floor waxes, and other hazardous waste. Vendor shall dispose of these items appropriately and shall NOT dispose of them in the trash, sinks, or toilets.

Vendor shall provide and utilize only certified HEPA vacuum cleaners designed for commercial use. Vacuums shall not have had any alterations and be kept in good working order at all times.

All equipment used in the cleaning of restrooms shall be clearly marked and shall only be used for cleaning restrooms.

All mop heads shall be replaced every 3 months.

All vehicles used in the fulfillment of this contract shall be clearly marked with the Vendor’s company name and comply with insurance requirements. Vehicle assignments shall be included in the monthly staff assignment sheet to be submitted with the monthly invoice, and is a condition of payment. Vehicle insurance renewal documentation shall be submitted annually.

#### **INSPECTION AND ACCEPTANCE**

The City's Project Manager and/or their designated representative shall conduct inspections of the building work areas covered under this Contract.

Vendors Contract Manager shall conduct a minimum of one (1) random inspection monthly. That inspection shall include all buildings in a given location.

The City and Vendor shall mutually agree on the documentation format for reporting, inspections, contract compliance, special work, and periodic cleanings.

The Vendor shall complete said documentation and submit them as required by the terms of the contract.

If upon inspection, the service, materials and/or equipment is found to be defective or deficient in any of the requirements of this Contract, the Vendor shall remedy said service/product/equipment to the City's satisfaction at Vendor's expense. No compensation shall be allowed for material, labor, or transportation required to correct such deficiencies.

All listed service tasks in a given area must be completed for that area to be deemed in compliance with the provisions of this contract and approved for payment.

The Vendor shall have four (4) hours from time of notification to correct any specific instances of unsatisfactory performance. Notification shall be deemed given as soon as City representative leaves a message via phone or email notifying the Vendor of the deficiency. Vendor shall not receive additional compensation for time and effort to remedy for instances of unsatisfactory performance.

In the event that the unsatisfactory performance is not corrected within four (4) hours, the City shall have the immediate right to complete the work with City personnel or outside Vendors to its satisfaction and shall deduct the cost incurred from any balances due or to become due to the Vendor. An additional penalty deduction in the amount of one (1) days percentage of the monthly total for a given area will be assessed for each day's non-performance for recovering City costs to correct the deficiency.

**Four (4) documented incidents of unsatisfactory performance for the same item may, at City's option, result in cancellation of the Contract.**

#### **CHANGES IN WORK TO BE PERFORMED OR PLACES OF PERFORMANCE**

The City may amend the work to be performed, place of performance or both, by giving thirty (30) days written notice to the Vendor of the effective date of any such change. The City shall provide written authorization of such changes. In the event that the City amends the work to be performed, the matter of any increased compensation due to the Vendor shall be negotiated between the parties and will be based in part on similar bid situations in this Service Agreement, if such situations exist. Any reduction in compensation shall be by the specific bid amount currently in the Service Agreement for that site.

## **VENDOR'S PERFORMANCE**

Vendor shall provide sufficient labor at all times to properly carry out the services to be performed under this contract and shall ensure that only competent and skilled workers are employed under this contract. Vendor shall ensure that **supervision is provided at all times** while work is being performed. If, in the judgment of the City, any Vendor's personnel are incompetent or disorderly, Vendor shall promptly remove such person from the work for the duration of the Contract.

Vendor shall not subcontract any part of this contract without the written consent of the City. Consent will not be given to any proposed delegation, which would relieve the Vendor or Vendor's surety of its responsibilities under the Contract.

The City shall designate spaces and routes for the storage of material, the ingress and egress of workers and equipment to the sites. All Materials and equipment shall be kept strictly within these limits.

## **SECURITY**

It is critical that all property within City facilities remain secure during performance of the Contract. Vendor shall lock all doors after working within the building areas. All alarm systems shall be reset. Upon request the City shall provide training for enabling and disabling alarm systems. Contract Manager is responsible to ensure all Vendor employees are trained and understand the proper operation of City alarm systems.

When Vendors staff passes through a closed and/or locked interior door to access work areas they shall immediately close and/or lock the door when work is complete within that area. If the door will not lock or the alarm will not set, report issues to the emergency Facilities on call number.

Physical Keys, access cards or key fobs (KEYS) required to access work areas shall be obtained from the City's Project Manager. Receipt of keys shall be documented on the City's standard access request form and signed for by the Vendor or their authorized representative. Upon completion of the contract, all keys shall be returned to the City's Project Manager. If Vendor fails to return all keys issued, or loses keys, Vendor shall be liable for the total cost of labor and material to re-key all areas accessible with each non-returned key.

## **CONTRACT MANAGER**

The person designated as Contract Manager by the Vendor shall be the liaison between the Vendor and the City's Project Manager. The duties of the Contract Manager include, but are not limited to: work schedules, employee records, reports and other correspondence to the City, key security/issuance/collection, response to complaints, employee behavior/discipline, product selection, materials inventory control, monthly performance/compliance inspections and other duties. The Contract Manager shall meet with the City representative as deemed necessary and scheduled between the City and Contract Manager.

The Vendor shall furnish the Contract Manager with an email and cell phone, so the City may contact them 24 hours per day. Vendor may provide an “on-call” phone number for use after normal working hours.

The Contract Manager is responsible for responding to complaints and shall do so in an expeditious manner. Failure to do so will result in penalty or possible contract termination as outlined in the Inspection and Acceptance section.

The Contract Manager shall possess at least three (3) years of satisfactory experience (within the last five (5) years) in the management of janitorial operations of the approximate size and scope of this Contract.

The Contract Manager shall be proficient in speaking, reading and writing English.

### **PRINCIPAL SUPERVISOR**

The Vendor is to designate one employee on each shift as the Principal Supervisor for that shift with full responsibility for directing the janitorial crew working on their shift. Each Principal Supervisor is to be authorized to act on behalf of the Vendor in regards to quality of work, extra work and setups.

The Principal Supervisor shall be proficient in speaking, reading and writing English and be able to communicate fluently with all Vendors employees.

The Principal Supervisors shall provide full-time front line supervision to the entire janitorial crew. Vendor shall provide all necessary training, including, but not limited to, formal classroom training and on the job training to ensure competent, safe performance of all work. Principal Supervisors will make and log daily routine inspections to ensure the work is performed as required under the Contract.

Principal Supervisors shall possess at least two (2) years satisfactory experience (within the past five (5) years) in directing janitorial operations in a supervisory capacity of buildings the approximate size of the buildings to be cleaned under this Contract.

Principal Supervisor shall pass a security clearance (background check). Vendor shall not assign personnel to any Oxnard facility if they have a criminal background involving moral turpitude, dishonesty, or violence within three years or on active formal probation. Probation for DUI would not qualify for exclusion from employment. The vendor may request clarification from the City on a case by case determination on certain background check results.

Principal Supervisors employed under this contract shall not be employed under any other City of Oxnard contract held by other Vendors.

## **QUALIFICATIONS OF OTHER CONTRACT PERSONNEL**

All Personnel performing work under this contract shall be employees of the Vendor who are fully qualified to perform the work assigned to them.

Vendor shall be fully staffed beginning the first day of work under the Contract. All staff shall be trained and experienced cleaning personnel who exhibit the capability of operating with minimum supervision.

All Vendors' personnel employed under this contract and who access City property shall be required to pass a security clearance (background check). Vendor shall coordinate background checks of their personnel. Vendor shall not assign personnel to any Oxnard facility if they have a criminal background involving moral turpitude, dishonesty, or violence within three years or on active formal probation. Probation for DUI would not qualify for exclusion from employment. The vendor may request clarification from the City on a case by case determination on certain background check results.

All Vendors' personnel shall wear readily recognizable uniforms and display a company issued photo identification card while on City property. Any non-compliance with terms of qualifications will be cause for removal of employee from City property and a possible breach of contract.

## **CONTRACT PERSONNEL TRAINING**

At a minimum the Vendor shall provide and document the following trainings for all their personnel performing work under this contract; Cal/OSHA's Injury and Illness Prevention Program (IIPP) standard, Cal/OSHA's Hazard Communication standard, Emergency Action Plan standard, blood borne pathogen training, and monthly safety trainings.

Vendor shall provide on the job training for each new product or procedure to be used by their employees. Vendor and Vendor's personnel shall obtain initial training and then annual training thereafter on proper collection and disposition of trash and recyclables from all City facilities serviced by Vendor. Training shall be conducted by the City's Environmental Sustainability Staff. Training shall include but not be limited to the identification of recyclable items and the proper outside dumpster to be used.

## **STANDARDS OF CONDUCT**

The Vendor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary. The Vendor is also responsible for ensuring that their employees do not disturb computers, electronic equipment, papers on desks, open desk drawers or cabinets, or use City telephones, copy machines, fax machines, materials or supplies except as authorized by the City.

Vendor shall be responsible for any damage created by their employees to City property and/or City employees' personal property. Vendor shall take a time stamped photo of any damage. Photos with a brief explanation shall be electronically sent to City Contract Supervisor prior to 7:00am the following morning. Vendor shall pay to the City, on demand, the cost of all repairs to or replacement of property made necessary by any of the operations of Vendor employees under this Contract.

Vendor shall ensure their employees present a neat appearance and conduct themselves in a courteous and professional manner.

All janitorial services operations shall be conducted as quietly as possible and shall conform to all current Federal, State, County and City regulations.

Only authorized Vendor employees are allowed within City buildings during the execution of this contract. Vendor's employees shall not be accompanied in their work area by acquaintances, family members or any other person unless such person is an authorized Vendor employee.

### **ABSENTEEISM**

Vendor shall provide qualified relief personnel as necessary to ensure that each assignment is performed daily per Contract specifications regardless of employee absenteeism.

If staff is changed for any period longer than three (3) days, Vendor shall notify the City's Project Manager in writing. Changes shall be indicated on the staffing assignment sheet submitted with the monthly invoice. Vendor shall not assign a new employee to this contract until completion of the background check and required training.

Relief personnel shall be fully qualified for the position they are fulfilling.

### **RECORDS**

The Vendor shall maintain full and accurate records with respect to all services and matters covered under this Contract. The City shall have free access at all reasonable times to such records, have the right to examine and audit records, to make transcripts there from and to inspect all program data, documents, proceedings, labor records, and activities.

The Vendor shall maintain a Safety Data Sheets (SDS) binder at each location. Binder shall include the SDS for each chemical used at the site.

The Vendor shall maintain a daily work log at each location. At a minimum, this log shall contain date, time, work complete and name of employee who performed the work. These logs shall be turned in during the monthly meeting.

## Agreement No. 32300293

The Vendor shall maintain vandalism log. At a minimum this log shall contain date, time and nature of vandalism. This log may be an independent log or combined with the daily work log at the location. This log shall be turned in during the monthly meeting.

Vendor shall take a time stamped photo of all vandalism. Photos with a brief explanation shall be electronically sent to City Contract Supervisor each morning prior to 7:00am.

The Vendor shall provide a monthly written report to the City's Project Manager. The monthly report shall include a summary of staff assignment changes, all work performed, identification of all periodic cleanings completed, detailed explanation of any missed cleanings and a summary of all maintenance, vandalism, electrical, security and plumbing issues that arose during that month. This report shall be turned in during the monthly meeting.

The Vendor shall provide certified payroll and any absenteeism notifications with the monthly invoice. The monthly invoice will not be processed for payment without these reports.

Each July the Vendor shall provide documentation of all completed safety training for each employee working under this contract. At a minimum, these records shall include all Federal, State, Cal OSHA, and local training.

### **Invoicing**

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

- Vendor shall email all invoices to [pwinvoices@oxnard.org](mailto:pwinvoices@oxnard.org)
- Days and dates of services
- Number of employees (names included) including employee title
- Employee rate per hour (upon request)
- Copies of daily work tickets for each site (upon request)

### **SPECIFIC DUTIES**

There are seven (7) Public Works Department locations located at:

- Water Campus, 251 South Hayes Avenue, Oxnard, CA 93030
- Wastewater Treatment Plant, 6001 Perkins Road, Oxnard, CA 93033
- Advanced Water Purification Facility, 5700 Perkins Road, Oxnard, CA 93033
- Water - Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036
- Water - Blending Station No. 4, 3637 North Rose Avenue, Oxnard, CA 93036

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- Water - Blending Station No. 5, 908 East Pleasant Valley Road, Oxnard, CA 93033
- Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard, Oxnard, CA 93030

### **WASTEWATER TREATMENT PLANT**

**6001 Perkins Road  
Oxnard, CA 93033**

Vendor shall provide services on a daily basis, beginning at 5:00 p.m., Monday through Thursday and on alternating working Fridays for the City. Vendor shall perform services at the following locations at the Wastewater Treatment Plant:

1. Administration Building (7,090 sq. ft.)
2. Collection Systems Building (2,400 sq. ft.)
3. Maintenance Building (2,165 sq. ft.)
4. Solids Processing Building (1,985 sq. ft.)
5. North Area Control Building (1,190 sq. ft.)
6. Plant Control Center Floor 1 (3,275 sq. ft.)
7. Plant Control Center Floor 2 (530 sq. ft.)
8. Digester Control Building (750 sq. ft.)
9. Carpeted Exercise Room (570 sq. ft.)
10. Cogeneration Control Room (1,130 sq. ft.)
11. Headworks Facility (5741 Perkins) (800 sq. ft.)

This includes all reception areas, restrooms, locker rooms, kitchenettes, and offices at all locations, as applicable.

### **Daily Services**

1. Empty all waste baskets and replace liners from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
2. Empty all recycling bins (including paper shredders) from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
3. Vacuum all carpeted areas
4. Dust mop hard floors
5. Spot clean walls, light switches, doors, and door frames.
6. Restrooms:
  - a. Clean and sanitize all restrooms including spot cleaning tiled walls around washbasins, toilets and urinals.
  - b. Disinfect all door knobs, railings, flush levers, commodes and sinks, including undersides and tops of toilet seats.
  - c. Replace/refill toilet paper, toilet seat covers, hand towels, all soaps (liquid or powder) soaps, and hand sanitizer – make sure products are installed correctly in their dispensing unit.
  - d. Mop tile floors with disinfectant/germicidal solution.

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7. Break Rooms:
  - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
  - b. Replace/refill paper towels, soap, and hand sanitizer as needed
  - c. Wipe down chairs, as necessary.
8. Conference Rooms:
  - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
  - b. Replace/refill paper towels, soap, and hand sanitizer as needed
  - c. Wipe down chairs, as necessary.
9. Kitchenettes:
  - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
  - b. Wipe down chairs, as necessary.
10. Lobbies:
  - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
  - b. Wipe down chairs, as necessary.
11. Pour water down all floor drains for odor control.
12. Clean and polish all chrome fixtures and mirrors.
13. Secure all windows and doors prior to leaving.
14. Turn off lights.

### **Weekly Services**

1. Mop hard surface floors
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets; windowsills, door jams, book shelves, etc.
3. Clean all furniture as needed
4. Clean and sanitize shower stalls
5. Treat all drains with bacterial enzymes (urinals, sinks, toilets and floor drains).
6. Clean and disinfect interior and exterior of all microwave and all toaster ovens and exterior of all refrigerators in kitchenettes and break rooms.
7. Empty all sand urns

### **Monthly Services**

1. Replace urinal deodorizers
2. Clean and polish stainless steel restroom stalls

### **Semi Annual Services**

1. Strip and wax all hard floor surfaces (wax/polish floors).
2. Dry clean or hot water extraction clean all carpet floor surfaces (carpet deep clean).
3. Deep clean restroom tile walls and floors

**ADVANCED WATER PURIFICATION FACILITY**  
**5700 Perkins Road**  
**Oxnard, CA 93033**

Vendor shall provide services on a daily basis, beginning at 5:00 p.m., Monday through Thursday and on alternating working Fridays for the City. Vendor shall perform services at the following locations at the Advanced Water Purification Facility (AWPF):

1. Administration Building including restrooms (10,848 sq. ft.).
  - a. 1st Floor (6,135 sq. ft.).
  - b. 2nd Floor (4,713 sq. ft.).
2. Conference Center, including restrooms and catering area (2,552 sq. ft.).
3. Downstairs Catering Area, Toilet and Shower (1,027 sq. ft.).

**Daily Services**

1. Empty all waste baskets and replace liners from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
2. Empty all recycling bins (including paper shredders) from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
3. Vacuum all carpeted areas
4. Dust mop hard floors
5. Clean and polish water fountains and sinks.
6. Spot clean walls, light switches, doors, and door frames.
7. Restrooms:
  - a. Clean and sanitize all restrooms including spot cleaning tiled walls around washbasins, toilets and urinals.
  - b. Disinfect all door knobs, railings, flush levers, commodes and sinks, including undersides and tops of toilet seats.
  - c. Replace/refill toilet paper, toilet seat covers, hand towels, all soaps (liquid or powder) soaps, and hand sanitizer – make sure products are installed correctly in their dispensing unit.
  - d. Mop tile floors with disinfectant/germicidal solution.
8. Break Rooms:
  - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
  - b. Replace/refill paper towels, soap, and hand sanitizer as needed
  - c. Wipe down chairs, as necessary.
9. Conference Rooms:
  - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
  - b. Replace/refill paper towels, soap, and hand sanitizer as needed
  - c. Wipe down chairs, as necessary.
  - d. Clean and disinfect interior and exterior of all microwave and all toaster ovens and exterior of all refrigerators in kitchenettes and break rooms.

e.

10. Kitchenettes:

- a. Clean and disinfect door handles, knobs, counters, table tops and sinks
- b. Wipe down chairs, as necessary.

11. Lobbies:

- a. Clean and disinfect door handles, knobs, counters, table tops and sinks
- b. Wipe down chairs, as necessary.

12. Elevator

- a. Clean and wipe down doors (inside and outside)
- b. Pick up loose debris

13. Pour water down all floor drains for odor control.

14. Clean and polish all chrome fixtures and mirrors.

15. Secure all windows and doors prior to leaving.

16. Clean entry glass doors, both sides, and any windows on inside conference room, offices and doors.

17. Turn off lights.

### **Weekly Services**

1. Mop hard surface floors
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets; windowsills, door jams, book shelves, etc.
3. Clean all furniture as needed
4. Clean and sanitize shower stalls
5. Treat all drains with bacterial enzymes (urinals, sinks, toilets and floor drains).
6. Clean and disinfect interior and exterior of all microwave and all toaster ovens and exterior of all refrigerators in kitchenettes and break rooms.
7. Elevators
  1. Floors vacuumed/mopped
  2. Clean and polish metal fixtures including elevator panels
8. Empty all sand urns.

### **Monthly Services**

1. Replace urinal deodorizers
2. Clean and polish stainless steel restroom stalls

### **Semi Annual Services**

1. Strip and wax all hard floor surfaces (wax/polish floors).
2. Dry clean or hot water extraction clean all carpet floor surfaces (carpet deep clean).

3. Deep clean restroom tile walls and floors

**WATER DIVISION ADMINISTRATION**

**251 South Hayes Avenue  
Oxnard, CA 93030**

The vendor shall provide services on a daily basis, beginning at 6:00 p.m. and completing before 7:00 a.m. on Mondays through Thursdays and on alternating working Fridays for the City. Vendor shall perform services at the following locations at the Water Division Facilities:

**Water Campus Administration, 251 South Hayes Avenue, Oxnard, CA 93030**

1. Multi-Purpose Training Facility (1,200 sq. ft.).
2. Two-Story Desalter Building (1,790 sq. ft.).
3. Water Administration Building (10,400 sq. ft.).
4. Metering Services Building (350 sq. ft.).
5. Distribution Breakrooms Building fka Wellness Building (350 sq. ft.).
6. South Distribution Administration Building (1,750 sq. ft.).

**Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036 (1,260 sq. ft.)**

1. Laboratory (170 sq. ft.) with cork flooring and stainless steel sink.
2. Control Room (190 sq. ft.) with cork flooring and formica counters.
3. Bathroom (56 sq. ft.) with tile floor, one (1) toilet, tile/drywall walls.
4. Storage Room/Shower (84 sq. ft.) with tile floor.
5. Meeting/Break Room (368 sq. ft.) with cork flooring and formica counters.
6. Hallway (315 sq. ft.).

**Blending Station No. 4, 3637 North Rose Avenue, Oxnard, CA 93036 (200 sq. ft.)**

1. Bathroom (70 sq. ft.) with tile floor, one (1) toilet, tile/rough plaster walls.
2. Office (120 sq. ft.) with linoleum square tile floor and cinder block walls.

**Blending Station No. 5, 908 East Pleasant Valley Road, Oxnard, CA 93033 (160 sq. ft.)**

1. Bathroom (48 sq. ft.) with concrete floor, one (1) toilet, tile/drywall walls and storage cabinet.
2. Main Room (84 sq. ft.) with concrete floor, stainless countertops, stainless steel sink, cinder block walls.

This includes all reception areas, restrooms, kitchenettes, and offices at all locations, as applicable.

**Hand sanitizer dispensers to be provided by Vendor at the following areas:**

1. Water Campus distribution administration building one (1) restroom.
2. Water Campus distribution wellness center one (1) restroom.
3. Blending Station Four (4) one (1) restroom.

**Daily Services – Water Campus**

1. Empty all waste baskets and replace liners from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
2. Empty all recycling bins (including paper shredders) from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
3. Vacuum all carpeted areas
4. Dust mop hard floors
5. Clean and polish water fountains and sinks.
6. Spot clean walls, light switches, doors, and door frames.
7. Restrooms:
  - a. Clean and sanitize all restrooms including spot cleaning tiled walls around washbasins, toilets and urinals.
  - b. Disinfect all door knobs, railings, flush levers, commodes and sinks, including undersides and tops of toilet seats.
  - c. Replace/refill toilet paper, toilet seat covers, hand towels, all soaps (liquid or powder) soaps, and hand sanitizer – make sure products are installed correctly in their dispensing unit.
  - d. Mop tile floors with disinfectant/germicidal solution.
8. Break Rooms:
  - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
  - b. Replace/refill paper towels, soap, and hand sanitizer as needed
  - c. Wipe down chairs, as necessary.
9. Conference Rooms:
  - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
  - b. Replace/refill paper towels, soap, and hand sanitizer as needed
  - c. Wipe down chairs, as necessary.
10. Kitchenettes:
  - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
  - b. Wipe down chairs, as necessary.
11. Lobbies:
  - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
  - b. Wipe down chairs, as necessary.
12. Elevator
  - a. Clean and wipe down doors (inside and outside)
  - b. Pick up loose debris
13. Clean and polish all chrome fixtures and mirrors.
14. Use stainless steel cleaner on all metal surfaces.

15. Spot clean walls, light switches, doors, and door frames.
  16. Spot clean carpets and upholstered office furniture.
  17. Pour water down all floor drains for odor control.
  18. Remove hard water deposits on all sinks.
  19. Replenish all hand sanitizer dispensers and batteries as necessary in the following restrooms:
    - a. Administration building upstairs two (2) restrooms.
    - b. Administration building downstairs two (w) restrooms.
    - c. Desalter building front lobby two (2) restrooms.
    - d. Desalter building upstairs two (2) restrooms.
    - e. Water training facility two (2) restrooms.
    - f. Meter Shop two (2) restrooms.
  20. Secure all windows and doors prior to leaving.
  21. Clean entry glass doors, both sides, and any windows on inside conference room, offices and doors.
- Turn off lights. **Twice-Weekly Services – Blending Station Nos. 3, 4 and 5**

1. Remove all trash and recycled materials from offices, restrooms, kitchenettes and conference rooms. Trash and recycled materials need to be disposed off-site.
2. Wipe out inside of trash containers and replace all container liners, as necessary.
3. Clean and polish sinks (important to remove residual buildup due to constant running water).
4. Clean counters, table tops and sinks in conference rooms and kitchenettes.
5. Wipe down chairs in conference rooms and kitchenettes, as necessary.
6. Restrooms:
  - a. Clean and disinfect all restrooms, including spot cleaning mirrors and tiled walls around wash basins, toilets and showers.
  - b. Disinfect all commodes and sinks, including undersides and tops of toilet seats.
  - c. Mop tile floors with disinfectant/germicidal solution.
  - d. Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – ensure the product is installed correctly in the dispensing unit.
7. Mop/dust bare/concrete floors.
8. Pour water down all floor drains for odor control.
9. Remove hard water deposits on all sinks.
10. Replenish all hand sanitizer dispensers and batteries as necessary at Blending Station Control Rooms three (3) and five (5).

**Weekly Services - Water Campus and Blending Station No. 3**

1. Mop hard surface floors
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets; windowsills, door jams, book shelves, etc.
3. Clean and polish all metal fixtures such as elevator panels and stairwell railings.
4. Clean all furniture as needed
5. Clean shower stalls
6. Treat all drains with bacterial enzymes (urinals, sinks, toilets and floor drains).

7. Clean and disinfect interior and exterior of all microwave and all toaster ovens and exterior of all refrigerators in kitchenettes and break rooms.
8. Elevators
  1. Floors vacuumed/mopped
  2. Clean and polish metal fixtures including elevator panels

**Monthly Services - Water Campus and Blending Station Nos. 3, 4, & 5**

1. Replace urinal deodorizers
2. Clean and polish stainless steel restroom stalls

**Semi Annual Services - Water Campus and Blending Station No. 3**

1. Strip and wax all hard floor surfaces (wax/polish floors).
2. Dry clean or hot water extraction clean all carpet floor surfaces (carpet deep clean).
3. Deep clean restroom tile walls and floors

**DEL NORTE REGIONAL RECYCLING AND TRANSFER STATION**

**111 South Del Norte Boulevard  
Oxnard, CA 93030**

Vendor shall provide services on a daily basis, beginning at 5:00 p.m. (but no earlier than 6:00 p.m. for the Administration Building), Monday through Saturday, including Holidays.

1. Administration Building (10,136sq. ft.).
  - a. 1<sup>st</sup> Floor, including Main Entrance Lobby, & Call Center, (7,713 sq. ft.).
  - b. Elevator (63 sq. ft.).
  - c. Staircase Main Entrance Lobby
  - d. 2<sup>nd</sup> Floor (2,360 sq. ft.).
  - e. 2<sup>nd</sup> Floor Lobby and MRF Lookout Window
  - f. Staircase Back Employee Entrance, Lobby, and Office
2. North Side of Materials Recovery Facility (962 sq. ft.).
  - a. Restroom 1 (324 sq. ft.).
  - b. Restroom 2 (360 sq. ft) and Locker Area (278 sq. ft.).
3. Dispatch Building (700 sq. ft.).
  - a. Common Area (500 sq. ft.).
  - b. Office 1 (75 sq. ft.).
  - c. Office 2 (75 sq. ft.).
  - d. Restrooms (50 sq. ft.).

4. Buyback Office (190 sq. ft.).
5. Scale House (150 sq. ft.).
6. Materials Recovery Facility Breakroom (400 sq. ft.).
7. Maintenance Shop Building (150 sq. ft.).
  - a. Office and Kitchenette (100 sq. ft.).
  - b. Restroom (50 sq. ft.)

**Daily Services for all Del Norte Buildings**

1. Empty all waste baskets and replace liners from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
2. Empty all recycling bins (including paper shredders) from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in correct outside building containers.
3. Vacuum all carpeted areas
4. Dust mop hard floors
5. Clean and polish water fountains and sinks.
6. Restrooms:
  - a. Clean and sanitize all restrooms including spot cleaning tiled walls around washbasins, toilets and urinals.
  - b. Disinfect all door knobs, railings, flush levers, commodes and sinks, including undersides and tops of toilet seats.
  - c. Replace/refill toilet paper, toilet seat covers, hand towels, all soaps (liquid or powder) soaps, and hand sanitizer – make sure products are installed correctly in their dispensing unit.
  - d. Mop tile floors with disinfectant/germicidal solution.
7. Break Rooms:
  - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
  - b. Replace/refill paper towels, soap, and hand sanitizer as needed
  - c. Wipe down chairs, as necessary.
8. Conference Rooms:
  - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
  - b. Replace/refill paper towels, soap, and hand sanitizer as needed
  - c. Wipe down chairs, as necessary.
9. Kitchenettes:
  - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
  - b. Wipe down chairs, as necessary.
10. Lobbies:
  - a. Clean and disinfect door handles, knobs, counters, table tops and sinks
  - b. Wipe down chairs, as necessary.
11. Elevator
  - a. Clean and wipe down doors (inside and outside)
  - b. Pick up loose debris
12. Use stainless steel cleaner on all metal surfaces.
13. Spot clean all walls, light switches, doors, and door frames.
14. Spot clean all carpets and all upholstered office furniture.
15. Clean all entry glass doors, both sides, and all windows on inside offices and doors.

16. Pour water down all drains for odor control (floor drains).
17. Replenish all hand sanitizer dispensers and all batteries as necessary.
18. Replenish all air freshener dispensers and all batteries as necessary.
19. Secure all windows and doors prior to leaving.
20. Clean entry glass doors, both sides, and any windows on inside conference room, offices and doors.
21. Turn off lights.

**Weekly Services for all Del Norte Buildings**

1. Dust all flat surfaces using a non-feather duster, including desk tops, partition tops, file cabinets, tables, window sills, window ledges, door jams, and bookshelves.
2. Clean and polish all metal fixtures such as elevator panels and stairwell railings.
3. Remove hard water deposits on all sinks and all water fountains.
4. Clean and disinfect interior and exterior of all microwave and all toaster ovens and exterior of all refrigerators in kitchenettes and break rooms.
5. Wet mop all hard floor surfaces.
6. Treat all drains with bacterial enzymes (urinals, sinks, toilets and floor drains).
7. Elevators
  - a. Floors vacuumed/mopped
  - b. Clean and polish metal fixtures including elevator panels

**Monthly Services for all Del Norte Buildings**

1. Dust all high reach areas including shelves, ledges, vents, and HVAC grills.
2. Dust all blinds.
3. Remove spider webs.
4. Clean all baseboards, carpet edges and corners, including stairwells.
5. Vacuum/clean all upholstered furniture.

**Semi-Annual Services for all Del Norte Buildings**

1. Strip and wax all hard floor surfaces (wax/polish floors). This includes all restrooms, first floor lobby area, first floor kitchenette, second floor kitchenette, dispatch offices and dispatch area, Materials Recovery Facility (MRF) break room, Maintenance Shop, Buy Back Office and employee restrooms on the north side of the building.
2. Dry clean or hot water extraction clean all carpet floor surfaces (carpet deep clean). This includes the first floor administration offices and cubicles, first floor break room, first floor lobby, main entrance lobby, second floor administration offices, second floor lobbies and second floor MRF lookout window stairs, all staircases and the Call Center and cubicles.
3. Deep clean restroom tile walls and floors

**Additional Services- All Locations**

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The City reserves the right to adjust the cleaning schedule or request additional cleanings to City locations as necessary. When additional cleanings are requested, the vendor may charge the City at the agreed upon hourly rate for work performed. The City may request an urgent cleaning where the vendor is expected to be on site within four (4) hours of notification, or non-urgent where the vendor and project manager can schedule the work as needed and more than four (4) hour notice is provided.

This section does not apply for callbacks associated with unsatisfactory performance where the Vendor as discussed in the INSPECTION AND ACCEPTANCE section of the scope of work.

**EXHIBIT B**

**TRADE SERVICE AGREEMENT  
(CITY of Oxnard and Executive Facilities Services, Inc.)**

**SCHEDULE OF COMPENSATION**

It is the responsibility of the vendor to schedule their employees according to hours listed for the respective facilities in the Scope of Services. The City will not pay the vendor for any over-time hours under any circumstances.

| <b>Public Works Location(s)</b>                                            | <b>Estimated Weekly Hours</b> | <b>Monthly Cost</b> |
|----------------------------------------------------------------------------|-------------------------------|---------------------|
| Water Campus, 251 South Hayes Avenue                                       | 20                            | <b>\$3,164.93</b>   |
| Blending Station No. 3, 1700 Solar Drive                                   | 3                             | <b>\$575.98</b>     |
| Blending Station No. 4, 3637 North Rose Avenue                             | 3                             | <b>\$532.25</b>     |
| Blending Station No. 5, 908 East Pleasant Valley Road                      | 3                             | <b>\$532.25</b>     |
| Wastewater Treatment Plant, 6001 Perkins Road                              | 34                            | <b>\$5,494.03</b>   |
| Advanced Water Purification Facility, 5700 Perkins Road                    | 15                            | <b>\$2,646.59</b>   |
| Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard | 27                            | <b>\$4,214.72</b>   |

| <b>Additional Services As-Needed</b>            | <b>Hourly Rate</b> |
|-------------------------------------------------|--------------------|
| As Needed additional janitorial Services        | \$32.07            |
| Urgent as-needed additional janitorial services | \$40.09            |

The anticipated period of performance shall be for three (3) years, with each year renewable in one (1) year increments. This annual renewal shall be based on mutually acceptable services, cost adjustments, and City requirements. Updated annual pricing shall be submitted to the City in writing four (4) months prior to the annual renewal date. Price increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on 12-month CPI-U for December.

## EXHIBIT C

### TRADE SERVICES AGREEMENT (CITY of Oxnard and Executive Facilities Services, Inc.)

#### INSURANCE REQUIREMENTS

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**Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as “SERVICE PROVIDER”) must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.**

#### 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. If you have not received your request or are having difficulty with electronic upload, contact [insurance@oxnard.org](mailto:insurance@oxnard.org)

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

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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.

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# 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                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                      |                                   |                                                                                                                                                                                                              |
| <b>COVERAGES</b><br>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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>GENERAL LIABILITY</b><br>[x] COMMERCIAL GENERAL LIABILITY [x]<br>CLAIMS MADE [x] OCCUR<br>[x] OWNER'S & CONTRACTOR'S PROT.                                                                          |                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                      |                                   | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG. \$1,000,000<br>PERSONAL & ADV. INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>AUTOMOBILE LIABILITY</b><br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY                                                                |                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                      |                                   | COMBINED SINGLE LIMIT \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$                                                                                  |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                                                                                   |                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                      |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                           |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                                                                                  |                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                      |                                   | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                       |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>OTHER</b><br>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<br>Each consultant/ & listed sub-consultant \$500,000                                                                                                                           |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                        |                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                      |                                   |                                                                                                                                                                                                              |
| <b>CERTIFICATE HOLDER</b><br><b>CITY OF OXNARD % Evident ID, Inc.</b><br><b>8520 Allison Pointe Blvd. Ste 223</b>                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                        |                                                                                                                                                                                                             | <b>CANCELLATION</b><br>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                                                                                                                                                                                                                                                                                                                                            |                                   |                                                                                                                                                                                                              |

Rev. 1/23 INS-D.doc

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT<br>FOR THE CITY OF OXNARD (the "City")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | SUBMIT IN DUPLICATE                                                                                                                                                                                                                                                                                                                                                                       |                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | ENDORSEMENT NO.                                                                                                                                                                                                                                                                                                                                                                           | ISSUE DATE (MM/DD/YY) |
| PRODUCER<br>Telephone:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | POLICY INFORMATION:<br>Insurance Company:<br>Policy No.:<br>Policy Period: (from) _____ (to)<br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits<br><input type="checkbox"/> In Addition to Limits                                                                                                                                                                     |                       |
| NAMED INSURED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> 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 <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:<br><br>CITY AGREEMENTS/PERMITS                                            |                       |
| TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | OTHER PROVISIONS                                                                                                                                                                                                                                                                                                                                                                          |                       |
| <input type="checkbox"/> COMMERCIAL AUTO POLICY<br><input type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                                                                                                                                                                           |                       |
| LIMIT OF LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | CLAIMS: Underwriter's representative for claims pursuant to this insurance.<br>Name: _____<br>Address: _____<br>Telephone: () _____                                                                                                                                                                                                                                                       |                       |
| \$ _____ per accident, for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                           |                       |
| In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:<br><br>1. <b>INSURED.</b> 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.<br>2. <b>CONTRIBUTION NOT REQUIRED.</b> 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.<br>3. <b>SEVERABILITY OF INTEREST.</b> 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.<br>4. <b>CANCELLATION NOTICE.</b> 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.<br>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> 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.<br>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:<br>a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or<br>b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).<br>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 % Evident ID, Inc.<br>8520 Allison Pointe Blvd. Ste 223<br>PMB 5210<br>Indianapolis, Indiana 462500-4299 US                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | AUTHORIZED REPRESENTATIVE<br><input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><br>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.<br><br>Signature _____<br><br>(original signature required) |                       |

**EXHIBIT D**

**TRADE SERVICES AGREEMENT  
(CITY of Oxnard and Executive Facilities Services, Inc.)**

**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. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER 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, SERVICE PROVIDER shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.
  
- B. SERVICE PROVIDER 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 SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.
  
- D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS  
EFFECTIVE JULY 1, 2022**

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, 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, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

## **EXHIBIT E**

### **TRADE SERVICES AGREEMENT (CITY of Oxnard and Executive Facilities Services, Inc.)**

#### **PREVAILING WAGE**

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER 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. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.
3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. SERVICE PROVIDER 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, SERVICE PROVIDER must immediately notify CITY.
8. SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.
10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER 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 SERVICE PROVIDER'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. SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER 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 Service Provider, 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 SERVICE PROVIDER under this Section shall survive Agreement termination.

# Trade Service Agreement 32300293 with Executive Facilities Services, Inc. for Custodial Services at Various City Locations

Public Works and Transportation Committee  
March 14, 2023

Joseph Marcinko  
Assistant Public Works Director

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

1. Mayor to execute an Agreement with Executive Facilities Services, Inc., for a term of one year with the option to extend for two consecutive periods of one year each for a maximum possible contract term of three (3) years, and for a total contract not-to-exceed amount of \$700,000 to provide custodial services for the Water Campus, Blending Stations 3, 4 and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte); and
2. Purchasing Agent to execute amendments to extend the term of this Agreement up to a total maximum term of three (3) years.

- City has seven utility facilities with a total of 66,600 square feet
- Custodial services have been contracted out over the past 18 years
- Contractor delivers a full complement of services and all cleaning supplies and provisions

- December 28, 2022: City issued a formal Request for Bid (RFB) PW 23-71 for custodial services at utility facilities
- January 19, 2023: RFB closed and two bids were deemed responsive
- Executive Facilities Services, Inc. was determined to be the lowest responsive bidder
- Agreement is for an initial one-year term
  - Allows the option to extend up to two one-year terms for a total duration not to exceed three years, upon the written agreement of both parties

- Agreement includes: site-specific custodial service requirements which vary but are not limited to:
  - Trash disposal, floor cleaning, dusting, window cleaning, polishing, and sanitation
  - Additionally, the vendor provides all necessary equipment, cleaning supplies and provisions
  - Allows for adjustment in service level to match City needs

- Total cost for this Agreement with Executive Facilities Services, Inc. shall not exceed \$700,000 over three (3) years, if extended
- Sufficient funds are available in each of the respective utility budgets in FY 2022-23 starting April 15, 2023
- Allows for an annual inflation factor
  - Estimated 10% inflation increase factored starting in FY 2023-24



# QUESTIONS