

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AMENDED AGENDA
Closed Session - Item C.4 Added

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

April 16, 2024

Closed Session - 5:00 PM
Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 857 8634 4477
3. Passcode: 174010

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.

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

*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 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org by 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.

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)

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

- a. Follow Zoom details listed above.
- 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.

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.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1)).
Name of case: In The Matter of Kona Kai Mobile Estates
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1)).
Name of case: City of Oxnard v. Fox Canyon Groundwater Management Agency
Los Angeles County Superior Court, Case No. 20STCP00929
Legislative Body: City Council
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.
4. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section 54956.9(d)(1)).
Name of case: Moving Oxnard Forward v. Jim Throop; et al.
Ventura County Superior Court Case No. 201800514769CUWM
Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

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E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating April 22, 2024 as "Earth Day."
2. SUBJECT: Presentation of a Proclamation Designating the Month of April 2024 as "Sexual Assault and Child Abuse Awareness Month."
3. SUBJECT: Presentation of a Proclamation Designating the Month of April 2024 as "Arts, Culture and Creativity Month."

F. 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.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: Severe Storms Emergency Actions.

RECOMMENDATION: That the City Council ratify Director Orders regarding the Severe Storms Local Emergency proclaimed by the Director of Emergency Services on December 27, 2023, and related actions taken pursuant to the Severe Storms Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

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1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the March 19, 2024, regular meeting as presented.
Legislative Body: City Council
Contact: Rose Chaparro, (805) 385-7805
2. Fire Department
SUBJECT: Ratification of Authorization to be a Sub-Recipient of the California Opportunity Youth Apprenticeship (COYA) Grant.
RECOMMENDATION: That City Council ratifies the authorization of the Fire Department to be a Sub-Recipient of the California Opportunity Youth Apprenticeship (COYA) Grant.
Legislative Body: City Council
Contact: Alexander Hamilton, (805) 385-7700
3. Public Works Department
SUBJECT: Public Project Agreement 32400427 with Garcia's Landscaping & Maintenance, Inc. for Seabridge Park Bench Installation Project, Specification No. SD 24-82.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Garcia's Landscaping & Maintenance, Inc. in the amount not to exceed \$12,650 for the installation of park benches at Community Facilities District No. 4.

(Public Works and Transportation Committee approved 3-0 on March 26, 2024.)
Contact: Michael Wolfe, (805) 385-8055
4. Public Works Department
SUBJECT: Public Project Agreement 32400383 with Best Contracting Services, Inc. for On-Call Roofing Maintenance and Minor Repair Services Project, Specification No. PW 23-95.
RECOMMENDATION: That the City Council authorize the Mayor to execute an Agreement with Best Contracting Services, Inc. for a total amount not to exceed \$190,000 for a maximum two-year term for on-call roofing maintenance and repair services.

(Public Works and Transportation Committee approved 3-0 on March 26, 2024.)
Contact: Michael Wolfe, (805) 385-8055
5. Public Works Department
SUBJECT: Public Project Agreement 32400262 with Central Coast Engineering for On-Call Plumbing Maintenance and Minor Repairs Services, Specification No. PW 23-105.
RECOMMENDATION: That the City Council authorize the Mayor to execute an Agreement with Central Coast Engineering for a total amount not to exceed \$196,000 for a one-year term for on-call plumbing maintenance and repair services.

(Public Works and Transportation Committee approved 3-0 on March 26, 2024.)
Contact: Michael Wolfe, (805) 385-8055
6. Public Works Department
SUBJECT: Agreement No. 32400468 with Raftelis Financial Consulting Professional Services for an Annual Water Rate and Pass Through Analysis and Financial Plan Review.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute

Agreement No. 32400468, subject to approval of the final form of the agreement by the City Attorney, with Raftelis Financial Consulting (Raftelis) for a not to exceed amount of \$49,730 through December 31, 2027, for professional services required for an Annual Water Rate and Pass Through Analysis and Financial Plan Review.

(This item did not originate in Committee as it is a continuation of Ordinance 3028 approved by the City Council on May 16, 2023.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Police Department

SUBJECT: Resolution Commending Sergeant Daniel Shrubbs for over Twenty-Six Years of Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a resolution commending Daniel Shrubbs for over twenty-six years of outstanding service to the City of Oxnard Police Department.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

8. Finance Department

SUBJECT: Amendment to External Auditor Agreement for Annual Auditing Services.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute the Second Amendment to Agreement A-8223 with Eadie + Payne, LLP, to increase the amount by \$62,700, for a total amended not-to-exceed amount over 5 years of \$1,157,800 for FY 2022-23 and FY 2023-24 Annual Comprehensive Financial Reporting (ACFR)/Single-Audit/Ancillary Assistance.

Legislative Body: City Council

Contact: Javier Chagoyen-Lazaro, (805) 200-5400

L. REPORTS

1. Public Works Department

SUBJECT: Adoption of Ordinance No. 3043 Establishing New Solid Waste Rates and Fees. (20 minutes)

RECOMMENDATION: That the City Council:

1. Adopt Ordinance No. 3043 entitled "Ordinance of the City Council of the City of Oxnard to Establish New Solid Waste Rates and Fees for Customer Use and Service from the City's Environmental Resources Division;" and

2. Find that CEQA does not apply to this ordinance pursuant to Public Resource Code sections 21080(b)(8) and 21083 in conjunction with the exemption listed in Title 14 California Code of Regulations section 15273.

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on March 19, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/f2O3lUwC27g>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

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2. Public Works Department

SUBJECT: Agreement 32500002 with JAS Landscape LLC for Landscape Maintenance Services within Community Facilities District No. 4. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with JAS Landscape, LLC in the amount not to exceed \$2,721,267 for the maximum five-year term of the Agreement, with the initial agreement term ending June 30, 2025, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on June 30, 2029, for landscape maintenance services within Community Facilities District No. 4.

(Public Works and Transportation Committee approved 3-0 on March 26, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/80svqZRSpD8>

Contact: Michael Wolfe, (805) 385-8055

3. City Manager Department

SUBJECT: ERP Annual Report and Seventh Amendment to Agreement with Kreative Core Technologies. (10 minutes)

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a Seventh Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$5,300,000 for a new not to exceed contract amount of \$10,020,000, and to extend the term for a year to December 31, 2025, for project management services related to the discovery, documentation, implementation, stabilization and ongoing IT support for all phases of the City's multi-year enterprise resource planning (ERP) implementation, as well as some additional IT non-ERP projects;

2. Approve \$200,000 of new Transfer Out Appropriations in the General Fund (101) and corresponding Transfer In Revenues in the Capital Outlay Fund (301) in regard to additional ERP related costs anticipated in Fiscal Year 2023-24; and

3. Receive and file the ERP system annual report.

(The Finance and Governance Committee approved 3-0 on March 26, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/opiDWPsGQw8>

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

M. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY AGENDA ITEM NO. G.1

DATE: April 16, 2024

TO: City Council

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

SUBJECT: Severe Storms Emergency Actions.

RECOMMENDATION

That the City Council ratify Director Orders regarding the Severe Storms Local Emergency proclaimed by the Director of Emergency Services on December 27, 2023, and related actions taken pursuant to the Severe Storms Local Emergency.

BACKGROUND

STRATEGIC PRIORITIES

FINANCIAL IMPACT

COMMITTEE OUTCOME

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

None



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

DATE: April 16, 2024
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the March 19, 2024, regular meeting as presented.

BACKGROUND

Approval of Minutes.

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

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 03 19 2024 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
March 19, 2024

A. **ROLL CALL, POSTING OF AGENDA**

At 5:00 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, 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. Councilmembers Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran (remote participation), Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Gabriela Basua was absent. Housing Authority Commissioners Jose Andrade and Francisco Vega were absent.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and the Oxnard Housing Authority.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

During this meeting, Councilmember Teran participated remotely from the following location: Embassy Suites by Hilton Sacramento Riverfront Promenade, Business Center, 100 Capitol Mall, Sacramento, CA 95814.

B. **PUBLIC COMMENTS ON CLOSED SESSION ITEMS** (None received.)

C. **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))
Name of case: *Crystal Culapan v. City of Oxnard; et al.*
Ventura County Superior Court Case No. 56-2021-00549982-CU-PA-VTA
Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))
Name of case: *Manuel Guzman v. City of Oxnard; et al.*
Ventura County Superior Court Case No. 56-2022-00569906-CU-PA-VTA
Legislative Body: City Council

At 5:03 p.m., the City Council recessed to a closed session. At 5:29 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that items C.1 and C.2 were reviewed and there were no reportable actions out of closed session.

D. APPOINTMENT ITEMS (5:30 PM)

1. SUBJECT: 2023 Update of Fire Department Statistics, Accomplishments, Ongoing Initiatives, and Priorities for 2024.

Fire Chief Alexander Hamilton presented and provided department highlights for 2023. The highlights included updates on construction review and inspections, arson and fire investigation services, emergency medical calls and emergency services for the Fire Department.

E. OPENING CEREMONIES (6:00 PM)

Mayor Zaragoza led the pledge of allegiance and followed by a moment of silence.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating March 31, 2024 as "Cesar E. Chavez Day."

Javier Gomez, Artistic Director & Founder of Inlakech Cultural Arts Center, accepted the proclamation and said a few words. Director Gomez and his group of students performed a few songs during this presentation.

2. SUBJECT: Presentation of a Proclamation Designating the Month of March 2024 as "American Red Cross."

Mayor Zaragoza read the proclamation and presented it to Tony Briggs, Regional Chief Executive Officer and members of the American Red Cross, Central California Region. Mr. Briggs and members of the American Red Cross joined Council on the dais to accept the proclamation and followed with a few words.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from PW Robinson (homeless issues), Pedro Toscano (tax fraud), and Miguel Salcido and Catia Tran with the Youth Coalition of Oxnard (requested to present at a future meeting).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department
SUBJECT: Severe Storms Emergency Actions.
RECOMMENDATION: That the City Council ratify Director Orders regarding the Severe Storms Local Emergency proclaimed by the Director of Emergency Services

on December 27, 2023, and related actions taken pursuant to the Severe Storms Local Emergency.

No formal action was taken on this item.

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

The members of the Council provided brief announcements regarding their various activities.

1. City Manager Department

SUBJECT: Appointment of Voting Delegate and Alternate for Southern California Association of Governments General Assembly.

RECOMMENDATION: That the City Council appoint Councilmember Arthur Valenzuela Zavala as the City's voting delegate to attend the Southern California Association of Governments (SCAGs) 59th Annual Regional Conference and General Assembly Business Meeting scheduled for May 2 through 3, 2024 in Palm Desert, California and appoint an alternate delegate.

(This item did not originate in Committee.)

No public comments were received.

Council made a motion to appoint Councilmember Valenzuela as the City's delegate and Councilmember Teran as the alternate delegate to attend the Southern California Association of Governments (SCAG) Annual Regional Conference and General Assembly Business Meeting.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L.1 through L.9 were reviewed and discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the February 20, 2024 regular meeting as presented.

2. Fire Department

SUBJECT: Adopt **Resolution No. 15,767** Acknowledging receipt of a report submitted by the Fire Chief of the Oxnard Fire Department regarding the inspection of certain occupancies.

RECOMMENDATION: That the City Council of the City of Oxnard adopt **Resolution No. 15,767** acknowledging receipt of a report prepared by the Oxnard Fire Department's Fire Chief concerning the inspection of specific occupancies, as mandated by Sections 13146.2 and 13146.3 of the California Health and Safety Code.

(The Community Services, Public Safety, Housing & Development Committee voted 3-0 on February 27, 2024, to approve the staff recommendation and to forward the item for Council approval.)

3. Human Resources Department

SUBJECT: Oxnard Peace Officers Association Side Letter Agreements.

RECOMMENDATION: That the City Council of the City of Oxnard adopt **Resolution No. 15,768** approving the attached side letter agreements establishing a hiring incentive program for experienced (lateral) police officers, in the amount of \$20,000 payable over three years; and a \$3,000 recruitment incentive for Oxnard Peace Officer Association members who successfully recruit police officers and public safety dispatchers.

(This item did not originate in Committee.)

4. Public Works Department

SUBJECT: Fourth Amendment to Professional Services Agreement 9200-21-PW with Guidepost Solutions LLC for Water Campus: Security Improvements Project PW 21-29.

RECOMMENDATION: That the City Council approve and authorize the execution of a Fourth Amendment to a Professional Services Agreement with Guidepost Solutions LLC to increase the not to exceed amount from \$179,670 to \$235,601 for additional engineering design work required for the Water Campus: Security Improvements Project (No. C2027).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

5. Police Department

SUBJECT: State of California Peace Officer Standards and Training (P.O.S.T.) Reimbursement Program.

RECOMMENDATION: That City Council:

1. Recognize \$90,625 in training reimbursement revenue from the State of California Peace Officer Standards and Training (P.O.S.T.) Reimbursement Program;
2. Approve a budget appropriation in the amount of \$90,625 from the Peace Officer Standards and Training (P.O.S.T.) reimbursement to P.O.S.T. related training; and
3. Authorize the City Manager or designee to approve additional budget appropriations if additional funding is received.

(This item did not originate in Committee.)

6. Housing Department

SUBJECT: Amendments to City Loan Agreements with Mercy House Living Centers for the Development of a New Navigation Center at Casa de Carmen located at 241 West Second Street.

RECOMMENDATION: That the City Council:

1. Approve and authorize the City Manager or designee to execute the First Amendment to Permanent Local Housing Allocation Affordable Housing Loan Agreement A-8461 (“PLHA Loan Agreement”) between the City and Mercy House Living Centers (“Mercy House”) contingent on funding approval by the California Department of Housing and Community Development (HCD);
2. Approve and authorize the City Manager or designee to execute the First Amendment to Measure O Loan Agreement 32300146 between the City and Mercy House;
3. Approve a budget appropriation of \$537,567 in PLHA grant funds (Fund 220) to increase the loan amount for PLHA Loan Agreement A-8461 between the City and Mercy House from \$347,528 to \$885,095;
4. Approve and authorize the City Manager or designee to execute the First Amendment to Affordable Housing Loan Agreement A-8292 between the City and 2nd and B LP;
5. Approve and authorize the City Manager or designee to execute the Second Amendment to Disposition and Development Agreement A-8310 between the City, CDP Developers LLC, and the Housing Trust Fund Ventura County;
6. Approve and authorize the City Manager to execute the Second Amendment to the Agreement to Provide Financial Support for the Construction and Operation of a Permanent, Year-Round Shelter Serving Homeless Individuals between the City and the County of Ventura, Agreement A-8462.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on February 27, 2024.)

7. Housing Department

SUBJECT: Second Amendment to Emergency Shelter and Navigation Center Operating Agreement 32400019.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute the Second Amendment to Shelter and Navigation Center Operating Agreement 32400019 with Mercy House for the provision of shelter and navigation center operations to increase the Agreement from \$3,228,297 to \$3,243,102.16.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on February 27, 2024.)

8. Human Resources Department

SUBJECT: Pay Equity Policy.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,769** approving a pay equity policy.

(This item did not originate in Committee.)

9. City Attorney Department

SUBJECT: Sunkist Fire Legislative Subpoenas.

RECOMMENDATION: That the City Council:

1. Direct City staff to investigate the cause of the fire that occurred on March 5, 2024 at the former Sunkist packaging plant located at 245 E. Colonia Rd.; and
2. Adopt **Resolution No. 15,770** authorizing the Mayor to issue legislative subpoenas related to the City's investigation into the Sunkist Fire.

Consent Items L.1 - L.2 and L.4 - L.9

It was moved by Councilmember Perello, seconded by Mayor Pro Tem MacDonald, to approve the recommended action as presented. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

Consent Item L.3

It was moved by Councilmember Perello, seconded by Mayor Pro Tem MacDonald, to approve the recommended action as presented. VOTE: MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; Valenzuela voted against; motion passed 5-1. Councilmember Basua was absent.

M. PUBLIC HEARINGS

1. Public Works Department

SUBJECT: Public Hearing on Proposed Solid Waste (Refuse) Rates and Introduction of **Ordinance No. 3043** Establishing New Solid Waste (Refuse) Rates and Fees.

RECOMMENDATION: That the City Council:

1. Hold a public hearing to receive public testimony and consider all protests concerning the adoption of **Ordinance No. 3043** establishing new solid waste (refuse) user rates and fees;

2. Approve the first reading by title only and waive any further reading of **Ordinance No. 3043** titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD TO ESTABLISH NEW SOLID WASTE RATES AND FEES FOR CUSTOMER USE AND SERVICE FROM THE CITY'S ENVIRONMENTAL RESOURCES DIVISION; and

3. Find that the California Environmental Quality Act (CEQA) does not apply to the ordinance that modifies the City's solid waste (refuse) rates, according to Public Resource Code sections 21080(b)(8) and 21083 in conjunction with the exemption listed in Title 14 California Code of Regulations section 15273.

(This is a continuation of an item brought to the Public Works and Transportation Committee on November 14, 2023, and to the City Council on December 5, 2023.)

The City Clerk announced the affidavit of publication and stated that written communications were received and provided to Council.

Brian Yanez, Assistant Public Works Director and Eric Zetz, Environmental Resources Division Manager answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Lawrence Stein, Jesus Rojas, Greg Runyon, Debra Keer, and Barbara Macri-Ortiz.

Council made a motion to close the public testimony portion of the public hearing:

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Valenzuela, to close the public hearing. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

Council made a motion to take a recess while the City Clerk tabulated the protests received from the City's municipal solid waste users.

It was moved by Councilmember Perello, seconded by Mayor Zaragoza, to recess the meeting while the City Clerk counted the protests received, once the count was completed the meeting was called back to order. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

The City Clerk counted the protests received and reported the count. There were 810 protests received. Based on the number of protests counted, the City Clerk determined that there were not enough written protests received to conduct a validation of the protest. A majority protest was not achieved.

It was moved by Mayor Pro Tem MacDonald, seconded by Mayor Zaragoza, to introduce the Solid Waste Rate and Fee Ordinance and approve the recommended action as presented. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

2. Housing Department

SUBJECT: 5-Year Public Housing Agency Plan (2020-2025), Annual Agency Plan and Capital Fund Program Five-Year Action Plan for Low Rent Public Housing.

RECOMMENDATION: That the Board of Commissioners for the Housing Authority of the City of Oxnard:

1. Hold a United States Department of Housing and Urban Development (HUD) public hearing to receive comments concerning the fifth year of the 5-Year Public Housing Agency Plan, the 2024 Capital Fund Budget, and the Capital Fund Five-Year Action Plan; and
2. Adopt Housing Authority of the City of Oxnard **Resolution No. H.A. 1342**:
 - a. Approving the 2024 Annual Agency Plan, 5-Year Public Housing Agency (PHA) Plan for the Housing Authority of the City of Oxnard;
 - b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with federal policies and procedures;
 - c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with policies and procedures of the Department of Housing and Urban Development regarding the Annual Agency Plan and the 5-Year PHA Plan;
 - d. Approving the 2024 Capital Fund Budget and Capital Fund Five-Year Action Plan; and
 - e. Authorizing the Housing Director to accept and expend the funds as indicated in the 2024 Capital Fund Budget and Capital Fund Five-Year Action Plan.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on February 27, 2024.)

The Secretary (City Clerk) announced the affidavit of publication and stated that no written communications were received.

Housing Director Emilio Ramirez was available to answer questions.

Commissioner Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Lawrence Stein.

Without objection, the Board of Commissioners approved closing the public testimony portion of the public hearing. Discussion ensued among the Board of Commissioners and staff.

Housing Director Emilio Ramirez requested that Council approve an amendment to Section B.2 New Activities on page 2 of 7 of the HUD Form 50075, page 308 of the staff report.

It was moved by Commissioner MacDonald, seconded by Commissioner Madrigal, to approve the recommended action as amended. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Commissioners Andrade, Basua, and Vega were absent.

At 9:48 p.m., City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem MacDonald, to approve the recommended action as presented. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

N. REPORTS

1. Finance Department

SUBJECT: FY22-23 Annual Comprehensive Financial Report and Summary Presentation.

RECOMMENDATION: That the City Council receive the FY 22-23 Annual Comprehensive Financial Report (ACFR) and summary presentation from the City's external financial auditors, Eadie + Payne, LLP.

(The Finance and Governance Committee approved 3-0 on March 12, 2024.)

Javier Chagoyen-Lazaro, Chief Financial Officer introduced Eden Casareno, CPA, Partner-in-Charge of Attest Services with Eadie + Payne, LLP. Ms. Casareno presented and answered questions. Public comments were received from Lawrence Stein. The report was received and filed, no formal action was required.

2. Public Works Department

SUBJECT: General Fund Reimbursement of Service Charges to Special Districts.

RECOMMENDATION: That the City Council approve and authorize the City Manager to approve a transfer in the amount of \$168,247.67 for reimbursement of sidewalk service charges, including interest, to 21 Landscape Maintenance Districts (Fund 120) from the General Fund (101), with the corresponding budget appropriation adjustments.

(Public Works and Transportation Committee approved 3-0 on February 27, 2024.)

Michael Wolfe, Public Works Director was available to answer questions. No public comment was received.

It was moved by Councilmember Madrigal, seconded by Councilmember Perello, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

3. Public Works Department

SUBJECT: Purchase Order to McLaughlin Waste Equipment, Inc. for Metal Refuse Containers for the Environmental Resources Division.

RECOMMENDATION: That the City Council authorize the Mayor to execute a Purchase Order with McLaughlin Waste Equipment, Inc. for an amount not to exceed \$2,500,000 for a three-year term ending June 30, 2027, for metal refuse containers.

(Public Works and Transportation Committee approved 3-0 on February 27, 2024.)

Michael Wolfe, Public Works Director was available to answer questions. No public comment was received.

It was moved by Councilmember Perello, seconded by Mayor Zaragoza, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

4. Public Works Department

SUBJECT: Authorization to Accept a State Grant for \$9.5M to fund Electrical Improvements for the Oxnard Wastewater Treatment Plant Reliability Improvement Project PW 20-102.

RECOMMENDATION: That the City Council:

1. Accept a grant from the California State Water Resource Control Board in the amount of \$9.5 million for the Oxnard Wastewater Treatment Plant Reliability Project; and

2. Authorize the City Manager to execute grant agreements; the Finance Director or

designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Director of Public Works or designee to submit non-financial reports.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Michael Wolfe, Public Works Director was available to answer questions. No public comment was received.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

5. Public Works Department

SUBJECT: Emergency On-Call Services Performed by Toro Enterprises, Inc. to Protect Properties and City Infrastructure Located Along the Coastal Area of Oxnard Beach.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a one-time payment with Toro Enterprises, Inc. in the amount of \$23,478.39 for emergency on-call services performed on December 29, 2023, and December 30, 2023.

(This item did not originate in Committee.)

Michael Wolfe, Public Works Director was available to answer questions. No public comment was received.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

6. Community Development Department

SUBJECT: City of Oxnard 2023 General Plan Annual Progress Report.

RECOMMENDATION: That the Oxnard City Council receive and file the City of Oxnard 2023 General Plan and Housing Element Annual Progress Report.

(This item did not originate in Committee.)

Joe Pearson II, AICP, Planning and Environmental Services Manager was available to answer questions. Public comments were received from Alejandro Perez and written comments were received.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Madrigal, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

7. Community Development Department

SUBJECT: Consider an Ordinance Amending Provisions of Chapter 11 of the Oxnard City Code Pertaining to Cannabis Regulations.

RECOMMENDATION: That the City Council:

Introduce an ordinance (by title only, waiving further reading) titled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING PROVISIONS OF CHAPTER 11, ARTICLE XVII OF THE OXNARD CITY CODE PERTAINING TO CANNABIS REGULATIONS REGARDING CANNABIS EMPLOYEE PERMITS, CANNABIS AUDIT PROCESSES, HOURS OF OPERATIONS, TRANSFER OF OWNERSHIP, AND A DEFINITION CLARIFICATION."

(This item did not originate in Committee.)

Jeff Pengilley, Community Development Director and Kathleen Mallory, Planning & Sustainability Manager were available to answer questions. Public comments were received from Jessica Reuven.

A motion was made by Councilmember Perello to deny the project, there was no second, motion failed.

A motion was made by Councilmember Madrigal, seconded by Councilmember Valenzuela to approve the recommended action. VOTE: Madrigal, Valenzuela, and Zaragoza voted in favor; MacDonald, Perello, and Teran voted against; motion failed 3-3.

A motion was made by Councilmember Teran for staff to review the recommendation and bring the item back to a future meeting.

It was moved by Councilmember Teran, seconded by Councilmember Valenzuela, to approve reviewing the recommendation and bringing the item to a future meeting. VOTE: MacDonald, Teran, Valenzuela, and Zaragoza voted in favor; Madrigal and Perello voted against; motion passed 4-2. Councilmember Basua was absent.

8. Housing Department

SUBJECT: Acquisition of Real Property 3941 and 3951 Saviers Road improved with an eight-unit multi-family development.

RECOMMENDATION: That the City Council:

1. Approve a grant to the Housing Authority of the City of Oxnard in amount not to

exceed \$2,260,000 from the Community Development Block Grant fund for the acquisition of improved real property located at 3941 and 3951 Saviers Road plus transaction fees and related costs, subject to review and approval by the City Attorney;

2. Find that the recommended actions do not constitute a “project” subject to the California Environmental Quality Act pursuant to Section 21065 and Sections 15004(b)(4) and 15378 of the State California Environmental Quality Act Guidelines and, as such, no environmental document pursuant to California Environmental Quality Act is required;

3. Authorize the City Manager, and his designees, to appropriate \$2,260,000 of CDBG funds for the acquisition and related costs associated with the 3941 and 3951 Saviers Road transaction.

That the Board of Commissioners:

4. Accept a grant from the City of Oxnard in amount not to exceed \$2,260,000 to finance the acquisition, and related costs, of improved real property located at 3941 and 3951 Saviers Road and authorize the Executive Director to execute any and all documents necessary to complete the loan, subject to review and approval by the Housing Authority general counsel; and

5. Authorize the Housing Authority of the City of Oxnard to enter into a purchase and sale agreement for the acquisition of improved real property located at 3941 and 3951 Saviers Road in an amount not to exceed \$2,160,000, subject to an appraisal, and authorize the Executive Director or designee to execute any and all documents necessary to complete the acquisition, subject to review and approval by the Housing Authority general counsel.

(This item did not originate in Committee.)

This item was pulled from the agenda. No action was taken.

9. Housing Department

SUBJECT: Acquisition of Vacant Real Property Designated as Assessor Parcel Number 201-0-213-150 located on Meta Street in Downtown Oxnard.

RECOMMENDATION: That the City Council:

1. Approve a purchase and sale agreement for the acquisition of unimproved real property designated as Assessor Parcel Number 201-0-213-150 in the amount of \$90,000 and authorize the City Manager or designee to execute any and all documents necessary to complete the acquisition;

2. Find that the recommended actions do not constitute a “project” subject to the California Environmental Quality Act pursuant to Section 21065 and Sections 15004(b)(4) and 15378 of the State California Environmental Quality Act Guidelines and, as such, no environmental document pursuant to California Environmental Quality Act is required;

3. Approve and authorize a budget appropriation of \$90,000 from the Community Development Block Grant Fund to pay for the acquisition of real property designated as Assessor Parcel Number 201-0-213-150; and
4. Approve and authorize a budget appropriation of \$18,000 from the Community Development Block Grant available fund balance to pay for transaction fees and related costs necessary to complete the purchase of real property designated as Assessor Parcel Number 201-0-213-150.

(This item did not originate in Committee.)

Emilio Ramirez, Housing Director was available to answer questions. No public comments were received.

It was moved by Councilmember Valenzuela, seconded by Councilmember Madrigal, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 10:47 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



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

DATE: April 16, 2024
TO: City Council
FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org
SUBJECT: Ratification of Authorization to be a Sub-Recipient of the California Opportunity Youth Apprenticeship (COYA) Grant.

RECOMMENDATION

That City Council ratifies the authorization of the Fire Department to be a Sub-Recipient of the California Opportunity Youth Apprenticeship (COYA) Grant.

BACKGROUND

Resolution No. 15, 748 (2023) authorizes the City Manager to submit a grant application if:

- a). The required matching funds or services (including the operational and maintenance costs) do not exceed \$200,000 and have been previously appropriated;
- b). The matching funds and grant do not obligate the City to add any FTEs;
- c). The purpose of the grant implements, and is consistent with, previously adopted Council priorities or City policies, goals, or objectives, and
- d). The grant proposal has been approved for submission by the appropriate department director(s).

Additionally, in the rare instance the City Manager determines a grant application is due before the next Council meeting, s/he may authorize any grant application, but it must be ratified at the next available City Council meeting.

The purpose of the California Opportunity Youth Apprenticeship (COYA) Grant is to create a Pre-Apprenticeship Program, partnering with the California Firefighter Joint Apprenticeship Committee (Cal-JAC) and Public Works Alliance (PWA), to recruit, train, support and position opportunity youth for successful careers in the fire service, and an opportunity to earn an Emergency Medical Technician (EMT) certificate and be listed on the Firefighter Candidate Testing Center (FCTC) Statewide Eligibility List (SEL) for firefighter career opportunities.

The EMS Corps is an Employment Development Department (EDD) initiative consisting of a five-month EMT training program designed to provide opportunity for under-represented, minority, underserved, and disadvantaged young adults. The model incorporates a wide range of wrap-around services to include case management, tutoring, physical and mental health, mentorship, legal support and a paid monthly stipend. The program is modeled after the Alameda EMS Corps, a program that has trained over 500 young people for careers in healthcare, fire and law enforcement - many of whom were in the juvenile justice or foster care system.

DISCUSSION

In January 2024, the Oxnard Fire Department was selected as the lead agency to host an EMS Corps site in Ventura County. Current funding will support three cohorts of twenty students. COYA funds will be used to support and enhance our existing Workforce Development Grant received through the PWA and the EDD. The Fire Department will be a sub-recipient to the PWA as one of three geographical sub-recipients in California. The COYA grant, spanning a term of 2.5

years (30 months), offers awards ranging from \$500,000.00 to \$2,000,000.00. The Fire Department's sub-award is valued at \$600,000.00, with no matching funds required. The grant does not require the City to add any FTEs.

Through the COYA grant and partnership with Cal-JAC and PWA, we would extend our cohorts and enhance our EMS Corp model to include prep and testing for the Cal-JAC's Candidate Physical Ability Test (CPAT), as well as the entry-level Firefighter Written Exam. This would position them for the Firefighter Candidate Testing Center (FCTC) Statewide Eligibility List (SEL), a hiring list used by over 170 fire departments in California, many of whom participate in the Cal-JAC apprenticeship program. This opens the door to higher-paying jobs and a pathway to a career in the fire service. In doing so, we would support the Public Works Alliance as a Pre-Apprenticeship Program linked to CAL-JAC's existing RAP.

The department will oversee the program's operations including outreach, case management, recruitment, EMT training, physical training and preparation for the Firefighter Written Exam.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Hamilton, Fire Chief, Fara Ravan, Administrative Services Support Supervisor

ATTACHMENTS

1. Request to City Manager by Department to Apply for a Grant

Request to City Manager by Department to Apply for a Grant

Resolution No. 15,748 (2023) authorizes the City Manager to submit a grant application if: a) the required matching funds or services (including operational and maintenance costs) do not exceed \$200,000 and have been previously appropriated; b) the matching funds and grant do not obligate the City to add any FTEs; c) the purpose of the grant implements, and is consistent with, previously adopted Council priorities or City policies, goals or objectives; and d) the grant proposal has been approved for submission by the appropriate department director(s). Additionally, in the rare instance the City Manager determines a grant application is due before the next Council meeting, s/he may authorize any grant application but it must be ratified at the next available City Council meeting. **All other grant applications must go to the City Council.** For the City Manager to authorize your application, please provide the following information:

1. Department: Fire Division: N/A
2. Name of grant: California Opportunity Youth Apprenticeship (COYA) Grant
3. Granting agency: Department of Industrial Relations
4. Purpose of grant: Provide youth opportunities to complete an EMT certification and be listed on a statewide eligibility list for firefighter career opportunities.
5. On what do you intend to spend the money: The funds will be used to support and enhance our existing workforce development grant received through. The Public Works Alliance and Employment Development Department.
6. What is the total value of the grant? \$600,000
7. What is the total value of the matching funds or services (including O&M): \$0
8. In what fund have the matching funds been previously appropriated? N/A
9. Does the grant obligate the City to add any FTEs, even temporary FTEs? No
10. What previously adopted City policies, goals or objectives does this grant implement?

This grant opportunity supports the Oxnard City Council's five year priorities; enhancing youth programs as well as training and preparing residents for employment.

11. If you are requesting authorization due to urgency, please describe the circumstances:

This grant opportunity was complicated to bring the different partners together. Ultimately, Oxnard Fire Department will be a sub-recipient to Public Works Alliance for this grant as one of three geographical sub-recipients in California. This grant application also partners with Cal-JAC apprenticeship program. Th grant is due March 15th 2024.

Dep't Head: ALEX HAMILTON Signature: [Signature] Date: 3/14/24

City Manager: ALEX NGUYEN Signature: [Signature] Date: 3/14/2024



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

DATE: April 16, 2024

TO: City Council

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

SUBJECT: Public Project Agreement 32400427 with Garcia's Landscaping & Maintenance, Inc. for Seabridge Park Bench Installation Project, Specification No. SD 24-82.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Garcia's Landscaping & Maintenance, Inc. in the amount not to exceed \$12,650 for the installation of park benches at Community Facilities District No. 4.

(Public Works and Transportation Committee approved 3-0 on March 26, 2024.)

BACKGROUND

The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including Community Facilities District No. 4 ("CFD-4" or "Seabridge"). Each of these Special Districts have specific individual authorized services and improvements, including but not limited to; park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains. Properties within each District are assessed an annual parcel assessment for the purposes of maintaining these and other authorized services and improvements within their District.

The Seabridge CFD was established in 2004 to pay for the cost and expense of providing public services within the development, which includes, but is not limited to the following (per Formation Documents):

- Maintenance of parks, parkways, and open-space.
- The dredging and remediation costs to maintain the adjacent waterways and public boat docks.
- Costs incurred in the establishment of the District and levy of the special tax.
- The administrative costs of the District that are provided by the City of Oxnard.
- Flood control and storm drain protection services.
- Police protection services that include the enforcement of City Codes relating to the waterways.

CFD-4 is the second largest special financing district that is managed by the Special Districts Division of Public Works. CFD-4 is a 122-acre development and is directly managed by a Project Manager and Landscape Maintenance Inspectors, who perform direct maintenance and inspect the contracted services.

CFD-4 contains various amenities throughout the area including park benches along walking paths and within the community's park spaces. These benches were installed with the construction of the community and are at least 18 years old. Over time, these benches have become worn due to age, regular use, and their proximity to the ocean which causes deterioration of metal fittings and hardware over time. During meetings with the Seabridge Homeowners Association ("HOA"), 30 benches were identified as needing to be replaced for age, wear, and safety reasons. The lowest bidder, Garcia's Landscaping & Maintenance, Inc. ("Garcia's"), currently holds Council-approved agreements with the City that

are worth more than \$200,000 for Fiscal Year 2023-24. Therefore, staff is required, in accordance with the City's Purchasing Policy, to bring this Agreement to the City Council for their consideration.

Agreement 32400427 is a new stand-alone Professional Services Agreement and not an extension of any current or previous Agreements or Amendments.

DISCUSSION

Informal bids for the Project were solicited via email on December 20, 2023, with a requested response by January 9, 2024. Special Districts received two (2) responses - one (1) from Garcia's Landscaping & Maintenance, Inc. and one (1) from Mariposa Landscapes Inc. in the amounts shown below. Haddad Concrete was solicited, but did not respond with a bid prior to the January 9, 2024 deadline.

Garcia's Landscaping & Maintenance, Inc.: \$12,650

Mariposa Landscapes Inc.: \$22,500

Haddad Concrete: Did not respond

Staff has confirmed that Garcia's meets all required City contractual provisions, including possession of a City business, tax certificate, insurance certificates, and corporate filings with the California Secretary of State. Based upon the available information, research performed to date, and past services provided by the company to the City, staff believes that the contractor is capable of satisfactorily providing the necessary services.

All services provided will be based on available funding and Garcia's will only be compensated for those services that they actually provide.

Services to be completed by the Contractor are categorized as follows:

1. Demolition of existing concrete
2. Removal of existing bench supports
3. Installation of new bench footings and new bench seats, and all other appurtenant and associated work in accordance with the Contract Documents.

The work is tentatively scheduled to begin on 4/24/24 and continue through 6/28/24 (45 business days) absent any delays. Staff will keep the Seabridge HOA informed of the schedule and any delays.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Project shall not exceed \$12,650 and will be funded in its entirety from the CFD-4 Professional Services account, 60403801-53200.

Although this was an informal bid for an amount below the purchasing authority of the Public Works Director and Purchasing Manager, Garcia currently holds Council-approved agreements with the City worth more than \$200,000 for Fiscal Year 2023-24. Therefore, staff is required, in accordance with the City's Purchasing Policy, to bring this agreement to City Council for approval.

There is no impact on the General Fund.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 26, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director, Eric Storrie, Special Districts Manager

ATTACHMENTS

1. Agreement 32400427_Garcias Landscaping
2. CFD 4 Park Bench Project Telephone Quote Form
3. City of Oxnard Special Districts Map
4. City of Oxnard Special Districts List

AGREEMENT FOR PUBLIC PROJECT OF \$60,000 OR LESS—COVER PAGE
Seabridge Park Bench Installation Project Specification No. SD 24-82

- (1) Agreement Start Date: April 16, 2024
- (2) Contractor: Garcia’s Landscaping Maintenance, Inc.
- (3) California Contractor License Number: 963018
- (4) Project Location: Seabridge Trail, Oxnard
- (5) Total Agreement Amount: \$12,650.00
- (6) Agreement Ending Date: June 30, 2024
- (7) Project Completion Date: within sixty (60) calendar days of the Notice to Proceed
- (8) Liquidated Damages Amount: \$25.00 per calendar day
- (9) Contractor’s License Classification: C-27
- (10) Are prevailing wages required for this Project?

☒ Yes, in which case Section 25 and the Prevailing Wage Exhibit of the attached Agreement shall stay incorporated and be required for the Project

☐ No, in which case Section 25 and the Prevailing Wage Exhibit of the attached Agreement are not a part of this Agreement, are dis-incorporated from the Agreement, and are not required for the Project

- (11) Are any bonds required for this Project?

☐ Yes, the Total Agreement Amount is over \$25,000, so both a payment and a performance bond, each in the value of 100% of the Total Agreement Amount, are required.

☐ Yes, the Total Agreement Amount is \$25,000 or less, but a payment bond in the value of 100% of the Total Agreement Amount is still required.

☐ Yes, the Total Agreement Amount is \$25,000 or less, but a performance bond in the value of 100% of the Total Agreement Amount is still required.

☒ No, the Total Agreement Amount is \$25,000 or less, and bonds are not required for this work.

All bonds must be submitted using the required forms, which are attached, or on any other form approved by the City Attorney (as well as a photocopy of each bond). Contractor may not provide a deposit in lieu of any bond. Each bond shall be executed by an admitted surety insurer.

- (12) Addresses for Notice:

FOR CONTRACTOR:

2101 Hughes Drive
Oxnard, CA 93033

Attn: ,

FOR CITY:

300 West Third Street, 3rd Floor
Oxnard, CA 93030

Attn: ,

- (13) Contact Names and Emails:

FOR CONTRACTOR:

Tenley Garcia, garciasbiz@gmail.com

FOR CITY:

Eric Storrie, eric.storrie@oxnard.org

The Agreement for Public Project of \$60,000 or Less is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Work Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-D)
- ☒ Prevailing Wages Exhibit

AGREEMENT FOR PUBLIC PROJECT OF \$60,000 OR LESS

This Agreement for Public Project of \$60,000 or Less ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Contractor" on the Cover Page, who or which has the California Contractor License No. listed as "(3) California Contractor License Number" on the Cover Page ("Contractor"), with regard to the public project herein, subject to the following terms and conditions:

1. **Scope of Services.** Contractor shall perform the work and provide all labor, materials, equipment and services therefor in a good and workmanlike manner as described in the Scope of Work and Schedule of Services Exhibit, which is attached hereto and incorporated herein by this reference ("Project") at the location listed as "(4) Project Location" on the Cover Page. Contractor guarantees that it has already reviewed all plans and specifications and reported any noted errors and omissions to City. All work shall be performed in accordance with the 2018 edition of the Standard Specifications for Public Works Construction and the 2019 Errata No. 1 to the Standard Specification for Public Works Construction 2018 Edition (collectively the "Greenbook"), both of which are incorporated herein by this reference. In any conflict between this Agreement and/or Cover Page and any incorporated document, the terms of this Agreement and Cover Page shall control.

2. **Extra Work.** Extra work, when ordered in writing by City and accepted by Contractor, shall be paid for under written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and City. All extra work shall be adjusted daily upon report sheet furnished by Contractor, prepared by City, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done. All provisions of this Agreement shall apply to the extra work. The total amount listed in this Agreement—including the amount listed as "(5) Total Agreement Amount" on the Cover Page and all extra work—shall not exceed \$60,000.

3. **Term.** This Agreement shall begin on the date listed as "(1) Agreement Start Date," and shall end on the date listed as "(6) Agreement Ending Date," on the Cover Page. Contractor shall provide such services on the Project according to the schedule set forth in the Scope of Work and Schedule of Services Exhibit upon City's notice to proceed. Time is of the essence in this Agreement.

4. **Force Majeure.** Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of the public enemy, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. No extension of time will be granted for delay caused by shortage of materials, labor or equipment unless Contractor furnishes to City documentary proof that Contractor has diligently made reasonable and timely efforts to obtain such materials, labor or equipment from all known sources. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice. Contractor shall not be responsible for the cost of repairing or restoring damage to the work pursuant to the Services, which damage is determined to have been proximately caused by an act of God, as defined in Public Contract Code (PCC) Section 7105, in excess of 5% of the contracted amount, provided that the work damaged is built in accordance with accepted and applicable building standards and City's plans and specifications.

5. **Compensation.** In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount listed as "(5) Total Agreement Amount" on the Cover Page in accordance with the prices as submitted in Rates and Costs Exhibit, which is attached hereto and incorporated herein by this reference.

6. **Payments.** Contractor shall submit a payment request to City by the end of each calendar month listing the services provided on the Project, costs of those services, and the total amount due for the month. Invoices may be emailed to: invoices@oxnard.org. City shall make payments within 30 days after receipt of Contractor's undisputed and properly submitted payment request. If City fails to make any such payment within such time, City shall pay interest to Contractor equivalent to the legal rate set forth in Code of Civil Procedure Section 685.010(a). City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than 7 days after receipt, and shall explain in writing the reasons why the payment request is not proper. By accepting payment of undisputed amounts, Contractor releases all claims against City arising by virtue of the Agreement related to those amounts; any disputed Agreement claims in stated amounts are excluded from the operation of this release.

7. **Non-binding Terms.** Any terms and conditions that are typed, printed, or otherwise included in any Contractor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No

such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Licensor and City in this Agreement or in a binding amendment thereto.

8. Retention. If this Agreement is for creating, constructing, altering, repairing, or improving any public structure, building, road, or other improvement of any kind which will exceed in cost a total of \$5,000, City shall withhold 5% of the Total Agreement Amount until final completion and acceptance of the Project.

9. Substitute Securities. In accordance with PCC Section 22300, Contractor may submit a written request that it be permitted to substitute securities in lieu of having retention withheld by City from progress payments when such payments become due or, in the alternative, Contractor may request that City make payments of earned retentions directly to an agreed upon designated escrow agent at Contractor's expense.

10. Advertising and Publicity. Contractor 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.

11. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor; or for other purposes relating to the Agreement. Contractor 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 Contractor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Contractor 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. Contractor 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. Contractor shall include a copy of this Section 11 in all contracts with its subcontractors, and Contractor 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.

12. Liquidated Damages. The Project must be completed by the "(7) Project Completion Date" on the Cover Page. Failure of Contractor to complete the work by this date will result in damages being sustained by City and its constituents, including in some cases impairing other contracts that rely on the original completion date. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each calendar day beyond the original completion date, unless such delay is excused under Section 4 of this Agreement or unless City provided a written time extension, Contractor shall pay to City, or City may withhold from monies due to Contractor, the amount listed as "(8) Liquidated Damages Amount" on the Cover Page. Execution of the Agreement shall constitute agreement by City and Contractor that the amount listed as "(8) Liquidated Damages Amount" on the Cover Page per calendar day is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Project within the allotted time. Such sum shall not be construed as a penalty. The Project shall be deemed to be complete when the same has been actually completed in accordance with the plans and specifications therefor and to the satisfaction of City. The Project must be accepted or certified by City in writing.

13. Unresolved Disputes.

a. In the event of any dispute or controversy with City over any matter, Contractor shall not cause any delay in or cessation of work, but shall proceed with full performance of all work. This includes but is not limited to disputed time extensions, requests and prices for changes, damages, tort claims and any other amount the payment of which is disputed by either party. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual written agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other such matters. All claims arising out of or related to this Agreement or the Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims and to PCC Section 20104 *et seq.* ("Article 1.5") regarding the resolution of public works claims of \$375,000 or less. This Agreement hereby incorporates those provisions as through fully set forth herein. Additionally, if this Project is for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind, PCC Section 9204 shall apply to all claims, which are separate Contractor demands sent by registered mail or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by City; City's payment of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Agreement and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; and payment of an amount that is disputed by City. Contractor must furnish reasonable documentation to support the claim. City must

respond within 45 days, and if Contractor disputes City's response, or if City fails to respond within the time prescribed in PCC Section 9204, Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute; that demand must be in writing sent by registered or certified mail, return receipt requested. After that conference, any remaining disputed portion of the claim, as identified by Contractor in writing, must be submitted to nonbinding mediation, with City and Contractor sharing the associated costs equally. Unless otherwise agreed to by City and Contractor in writing, this mediation shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced. If a subcontractor lacks legal standing to assert a claim against City because privity of contract does not exist, Contractor may present to City a claim on behalf of that subcontractor in accordance with PCC Section 9204.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, by giving written notice to Contractor. That notice shall specify the effective date of termination, or the effective date of termination shall be 10 calendar days after the notice. Unless City asserts that Contractor has breached the Agreement, City shall pay Contractor for all services satisfactorily rendered (as determined by City) before the effective date of termination, and such payment shall be in full satisfaction of all services rendered hereunder. If City pays for any materials, City shall be entitled to the title and possession of such materials.

15. Hold Harmless, Defense and Indemnity.

a. The term "Indemnitee" shall mean City, one of its legislative bodies, an elected or appointed official of City and/or a City officer, employee, volunteer, agent, representative, successor and/or assign.

b. The term "Responsible Party" shall refer to Contractor, its board or boards and/or any of Contractor's officers, employees, agents, representatives, subcontractors, material suppliers and/or other entities and/or persons acting on Contractor's behalf and/or any of their officers, employees, agents, representatives, subcontractors and/or material suppliers and/or other entities and/or persons acting on their behalf.

c. The term "Claim" shall mean any claim (including, without limitation, a claim for bodily injury, death or damage to property), demand, obligation, damage, action, cause of action, suit, loss, stop payment notice, judgment, fine, lien, penalty, liability, cost and expense of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of one or more Responsible Parties arising out of, incident to, related to, in connection with or resulting from the Agreement, including but not limited to the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses therefor incurred in litigation, arbitration and/or mediation.

d. To the maximum extent permitted by law, Contractor shall, at its sole cost, expense and risk, defend (with competent counsel approved by the City Attorney), indemnify, and hold harmless any and all Indemnitees from and against any and all Claims. Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any and all Indemnitee(s) in any and all such Claim(s). This duty to defend, indemnify and hold harmless shall apply to all Claims regardless of whether any insurance policies are applicable, whether insurance proceeds, if any, were received by one or more Responsible Parties and/or Indemnitees, and/or whether the Claim was caused in part or contributed to by any and all Indemnitee(s). Contractor shall reimburse all Indemnitee(s) for all legal expenses and costs incurred by him, her, it or them in connection with any of these requirements or in enforcing this provision.

e. Nothing herein shall be construed (i) to encompass the sole negligence or willful misconduct of City or its agents, servants, or independent contractors, or for defects in design furnished by those persons to the limited extent that this Agreement is subject to Civil Code Section 2782(a), which statute shall be interpreted as narrowly as legally possible, or (ii) to impose on Contractor, its subcontractors, or its supplier of goods or services, or relieve City from, liability for City's active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b), which statute shall be interpreted as narrowly as legally possible; provided, however, such sole negligence, willful misconduct and/or active negligence is determined by a written agreement between the parties or by a court of competent jurisdiction. This Section 15 is effective regardless of Indemnitees' prior, concurrent, or subsequent active or passive negligence, recklessness or willful misconduct.

f. Indemnitees do not and shall not waive any rights that they possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement or the deposit with City of any insurance payment.

g. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any and all Indemnitees.

h. The provisions of this Section 15 shall survive the Agreement's term and termination, are intended to be as broad and inclusive as is permitted by law, and are in addition to any other rights and/or remedies Indemnitees may have.

16. Insurance. Contractor shall obtain and maintain during the performance of any services under this Agreement the insurance specified in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Contractor obtain and maintain such insurance. Contractor shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance as specified in the Insurance Exhibit. Maintenance of insurance by Contractor is a material element of this Agreement. Contractor's failure to maintain or renew its insurance or to provide evidence of renewal may be considered a material breach of this Agreement.

17. Antitrust Claims. In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Sections 16700 *et seq.*), arising from the purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

18. Hazardous Materials and Materially Differing Conditions. If this Project involves trenching more than 4 feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify City in writing, of any: (a) Material that Contractor believes may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to Contractor before signing this Agreement; and/or (c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. City shall promptly investigate the conditions, and if it finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Project, City shall issue a change order. In the event that a dispute arises between City and Contractor regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Project, Contractor shall not be excused from the "(7) Project Completion Date" on the Cover Page, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights pertaining to the resolution of disputes and protests between Contractor and City.

19. Protection of Life and Limb. If this Agreement is for the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are 5 feet or deeper, Contractor must submit to City before beginning any work on the Project adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which method shall conform to applicable safety orders.

20. Main and Trunkline Utilities. City assumes the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located at the Project site if such utilities were not identified in the plans and specifications, other than existing service laterals or appurtenances whenever the presence of such utilities at the Project site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Project site. City shall compensate Contractor for: the costs of locating; repairing damage not due to Contractor's failure to exercise reasonable care; removing or relocating such utility facilities not indicated in the plans and specifications, if any, with reasonable accuracy; and equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of City or the utility owner to provide for removal or relocation of such utility facilities. While performing the Agreement, if Contractor discovers utility facilities not identified by City in the plans or specifications, if any, Contractor shall immediately notify both City and the utility in writing.

21. Locating Existing Elements. The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. City does not guarantee accuracy of information as to existing conditions. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include without limitation contacting Underground Service Alert of Southern California and other private underground locating firms, utilizing specialized locating equipment and hand trenching.

22. Work Hours. Except as otherwise specified in a City-issued permit, Contractor shall perform no work: on Saturdays and Sundays; on major highways between the hours of 7:00 p.m. and 7:00 a.m. of the following calendar day; on a street before 8:30 a.m. or after 3:30 p.m.; and at any other work site before 7:00 a.m. or after 6:00 p.m. Additionally, no work will be allowed on scheduled holidays observed by City.

23. License and Permits. Before providing services under this Agreement, Contractor shall obtain all required licenses and permits, including a City business tax certificate. Contractor guarantees and warrants that it currently has, and

shall retain in active status for the duration of the term of this Agreement, a State contractor's license as listed in "(9) Contractor's License Classification" on the Cover Page.

24. Independent Contractor. Contractor 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 Contractor or any of Contractor's employees, except as provided in this Agreement, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations Contractor wishes except as expressly provided in this Agreement. Contractor and its employees and agents shall have no power 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. Contractor and its employees are not employees of City, so they are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits. Contractor 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. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold Indemnitees harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall be solely responsible for, and shall save Indemnitees harmless from, all matters relating to the payment of: Contractor's subcontractors and material suppliers; and Contractor's 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 Contractor under this Agreement any amount due to Indemnitees from Contractor as a result of its failure to promptly pay to Indemnitees any reimbursement or indemnification arising under this Section.

25. Prevailing Wages. If City and Contractor selected the affirmative response to (10) on the Cover Page, this Project is a "public work," as defined in Labor Code Sections 1720 through 1861, to which Section 1771 applies. In providing services under this Agreement, Contractor shall comply with all applicable laws, ordinances and regulations, including but not limited to those in the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

26. Workers' Compensation. In accordance with the provisions of Labor Code Sections 1860 and 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this [Agreement]."

Contractor further agrees to indemnify and hold Indemnitees harmless from any failure of Contractor to comply with applicable workers' compensation laws.

27. Subcontracting. Contractor shall adhere to all provisions of the Subletting and Subcontracting Fair Practices Act, PCC Section 4100 *et seq.*, which is incorporated herein by this reference.

28. Nondiscriminatory Employment. Contractor 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. Contractor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with this Section. Contractor shall include in the written contract between itself and each subcontractor a copy of the provisions in this Section and a requirement that each subcontractor shall comply with those provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance. Contractor shall diligently take corrective action to halt or rectify any failure.

29. Compliance with Laws. Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to the Agreement.

30. Bonds. Contractor shall obtain the bonds required in (11) of the Cover Page, if any, each in an amount that is not less than the amount listed in (11) of the Cover Page, by a California admitted surety, and nothing in this Agreement shall be read to excuse this requirement. Such bonds shall be in a form provided or approved by the City Attorney. Should Contractor not submit these bonds within 14 calendar days of receipt of the Agreement fully executed by the City, City shall have the option to immediately terminate the Agreement and offer a similar agreement to another contractor.

31. Trade Names or Equals. Where a trade name product is required, Contractor may supply that trade name item or may submit to City in writing a proposed equivalent, together with all documentation necessary for the City Engineer to determine equivalence, within 10 calendar days of the date that is written as "(1) Agreement Date" on the Cover Page. If Contractor requests to substitute an equivalent item for a trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon Contractor, and Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City Engineer. The City Engineer will determine in writing whether the proposed product is equivalent to that specified in accordance with PCC Section 3400.

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

33. Fictitious Name. If Contractor has a fictitious name, Contractor shall submit to City a currently effective Fictitious Business Name Statement approved by any California county by the time Contractor signs this Agreement. If at any time during the term of this Agreement, including any term amendment or any utilized optional term addition, that Fictitious Business Name Statement expires, Contractor shall submit to City a new Fictitious Business Name Statement approved by any California county before the prior Fictitious Business Name Statement expires.

34. Conflicts of Interest. Contractor shall not to accept any employment or representation during the Agreement's term or within 12 months of City's written Project acceptance (which acceptance shall occur after all requirements of this Agreement have been fulfilled to the satisfaction of City) that is or may likely make Contractor and/or a City official, officer and/or employee "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to the Agreement.

35. Third-Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

36. Non-Assignability. Contractor shall not transfer any interest in this Agreement, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify Indemnitees with respect to any Claim arising from or relating to any such assignment.

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

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

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

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

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

40. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation holding against the party who causes the uncertainty to exist or against the party who drafted the whole or a portion of the Agreement.

41. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default that may

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

42. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed as "(12) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

43. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to those emails listed in "(13) Contact Names and Emails" on the Cover Page (or at such other email address as one party may notify the other in writing) or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

**GARCIA’S LANDSCAPING
MAINTENANCE, INC.**

☒ John C. Zaragoza¹ _____ Date
☐ Purchasing Manager

Pablo Garcia, President _____ Date

Tenley Garcia Hernandez, _____ Date
Secretary, ²

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000. The Purchasing Agent may execute any agreement up to \$200,000.

² The City requires the following for any contract:

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

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

SCOPE OF WORK EXHIBIT

The Contractor shall furnish all necessary labor, materials, equipment and other incidental and appurtenant Work to complete the replacement of thirty (30) benches in the Seabridge Community. All work shall be completed in accordance with applicable federal, state, and local regulations.

The scope of Work shall include, but not be limited to:

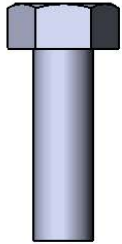
1. Remove thirty (30) existing ground mounted benches along the Seabridge Community Trail. Contractor to dispose of the removed benches and any related waste materials. The benches to be replaced will be marked with a number 1-30.
2. Provide and install thirty (30) new benches along the Seabridge Community Trail to replace the removed benches. The new benches must be Superior Recreation Products Model #B6WBULS bench per attached Appendix A. This product must be used in order to match other products already in use at this facility. Benches are to be installed following manufacturer's instructions.
3. New bench installation is to include all necessary concrete work. The bench footings are to be installed according to the guidelines in the attached Appendix A page 7 - "Footings."
4. Provide signs and caution notifications around work areas as needed.
5. Work to be completed within sixty (60) Calendar Days of the City's Notice to Proceed.

Site Amenities

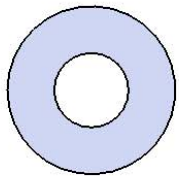
BY SUPERIOR RECREATIONAL PRODUCTS



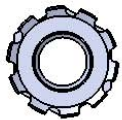
Model #
B6WBULS



5/16" x 1"
Machine Bolt



5/16" Washer



5/16" Kep Nut

**B6WBULS
INGROUND BENCH WITH BACK**

Seats & Back: 11 gauge die formed angle frame 1"x1-7/8" with 3" radius corners. 3/4" #9 steel expanded metal. 10 gauge x 1-1/2" flat bar center support and mounting bracket understructure. Electrically MIG welded.

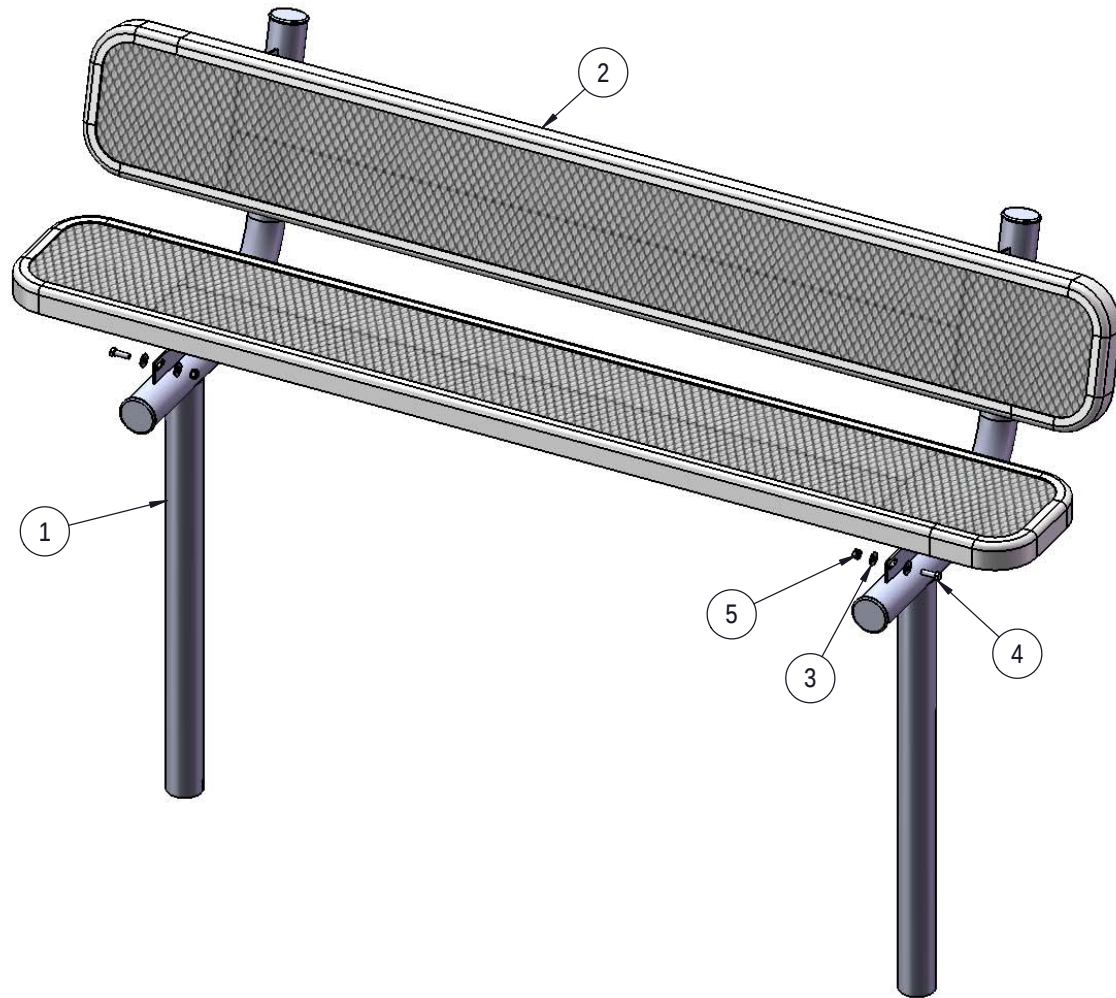
Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

Frame: 2-3/8" O.D. x 12 gauge pre-galvanized structural steel tubing. Seat/back support is bent over a mandrel through the bend radius producing a wrinkle free bend. Tube ends are pre-galvanized steel capped. Seat mounting points are 7 gauge x 1-1/2" die stamped steel flat bar. All electrically MIG welded.

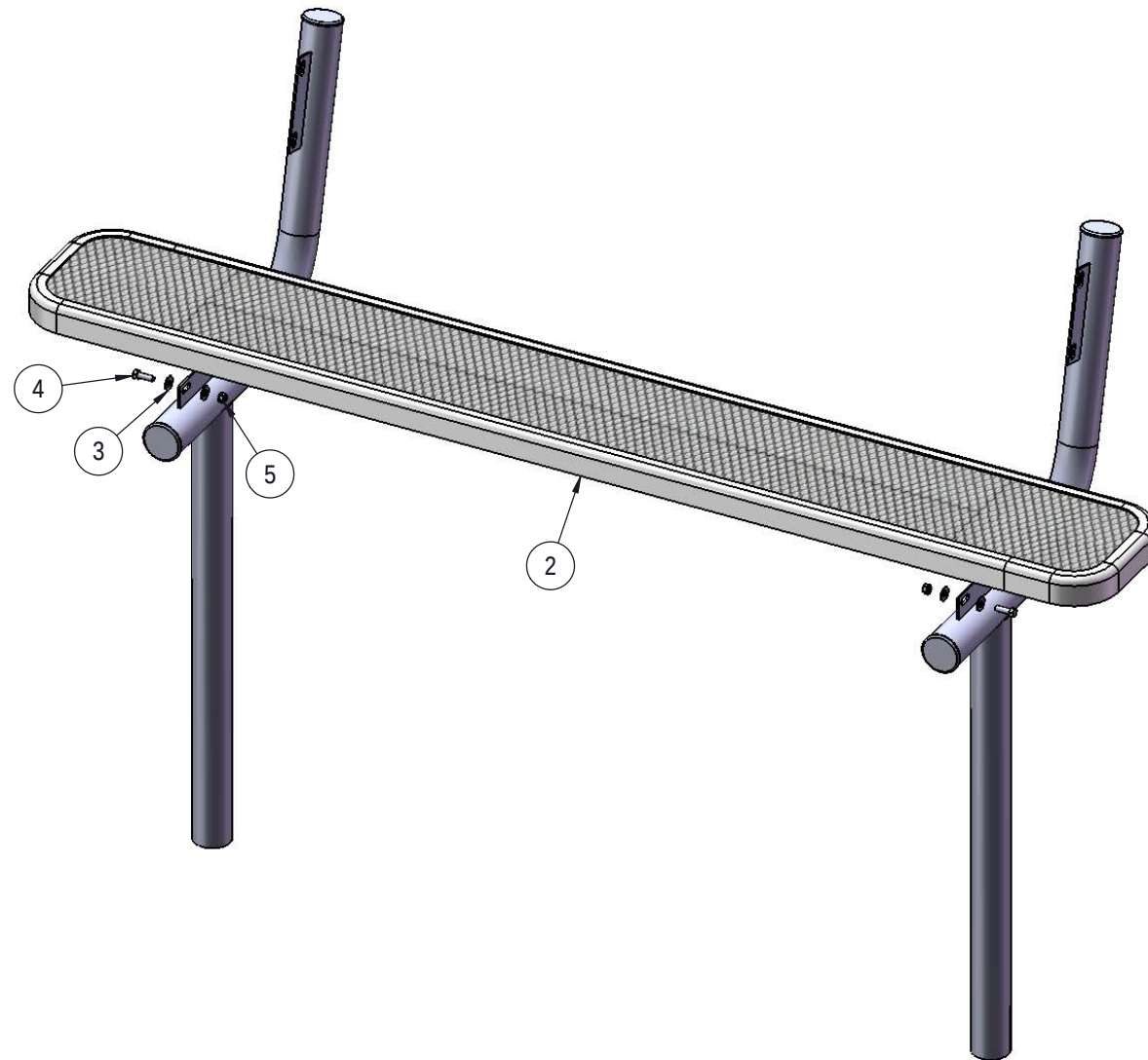
Frame Coating: Electrostatic powder coated application oven cured.

Hardware: All stainless steel hardware fasteners.

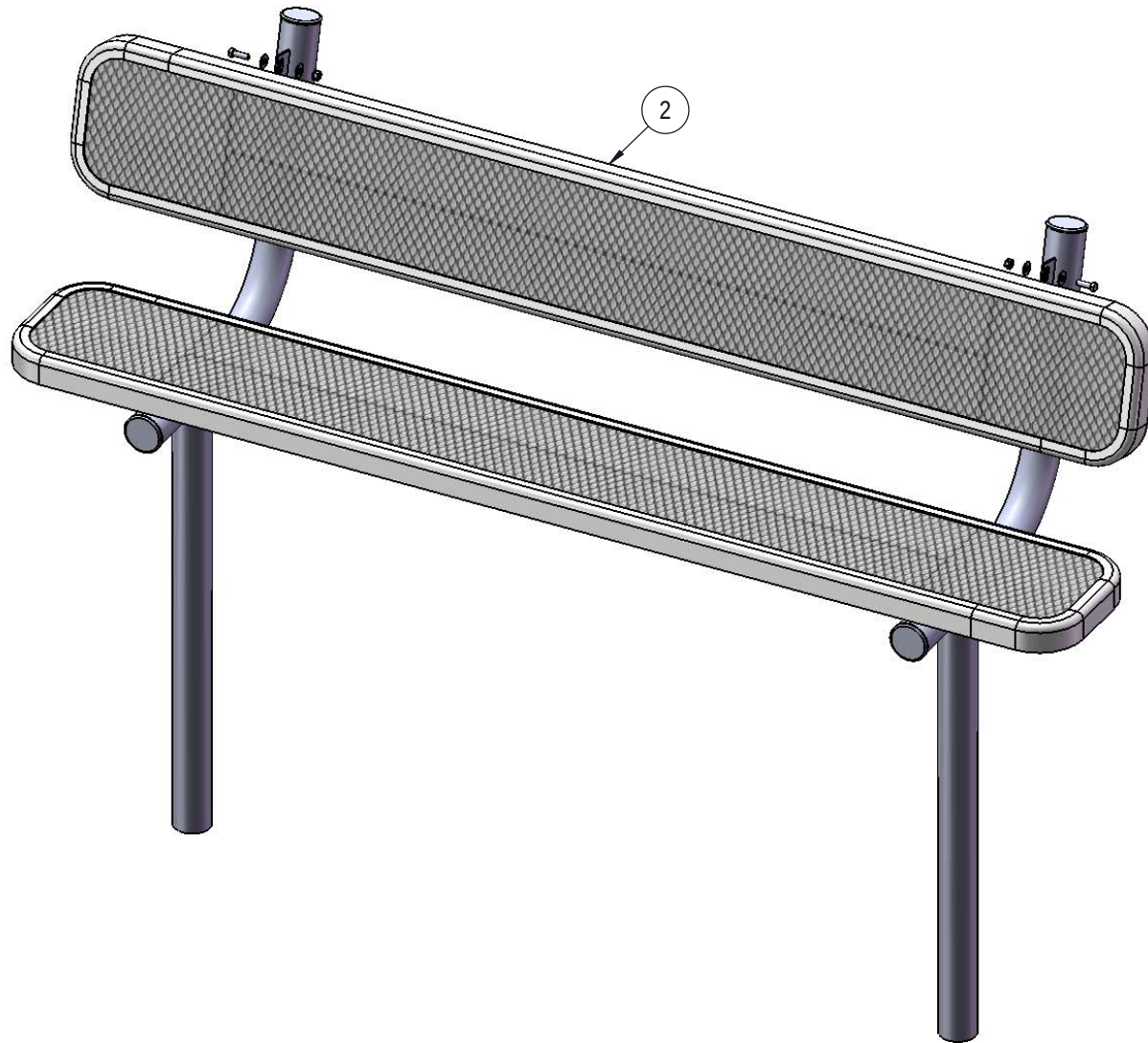
Dimensions: 6' bench inground with back. Seats and back 10" wide x 72" long. Seat height is 18", seat back height is 34". Total depth of seat with back is 21-1/2".



ITEM NO.	PartNo	DESCRIPTION	QTY
1	P-V940S	940 In Ground Leg	2
2	T-EV72-S	6' x 10" expanded seat	2
3	33-02-0007	5/16" SS Washer	16
4	33-05-0029	5/16" x 1" Machine Bolt (SS)	8
5	33-03-0012	5/16" Kep Nut (SS)	8

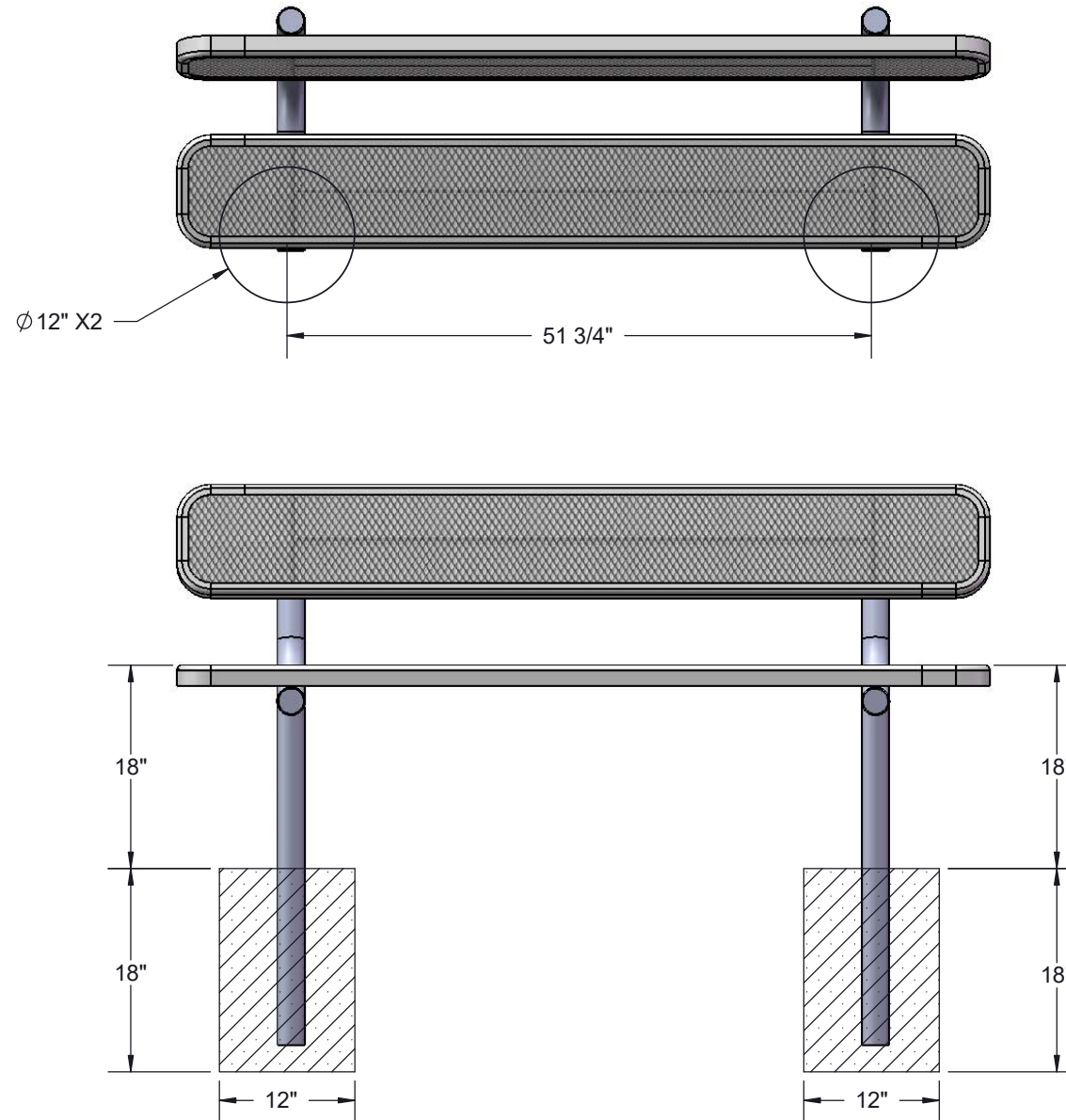


Attach the seat plank to the legs using specified hardware.



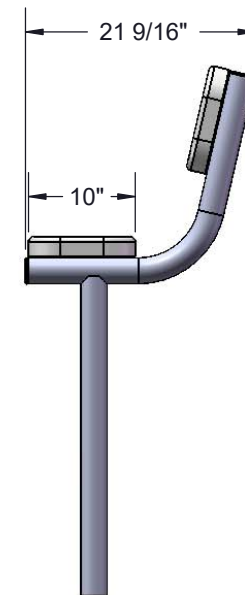
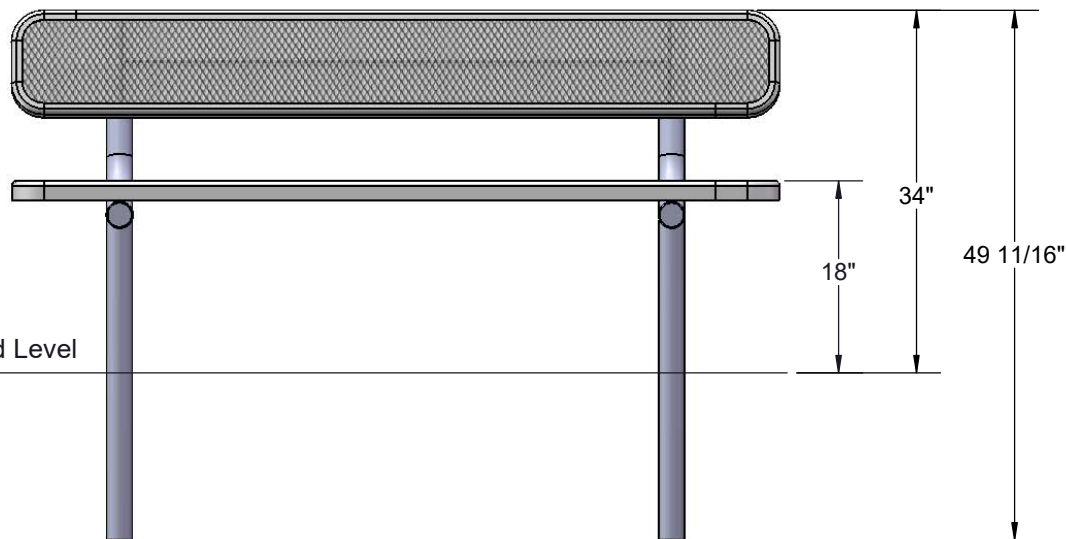
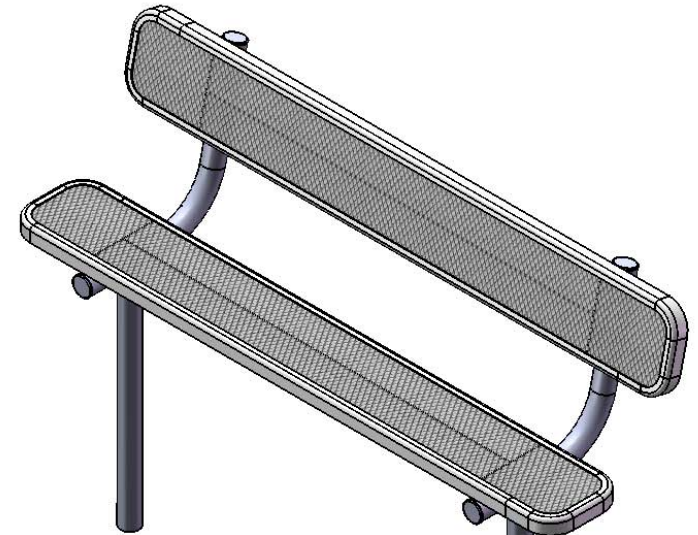
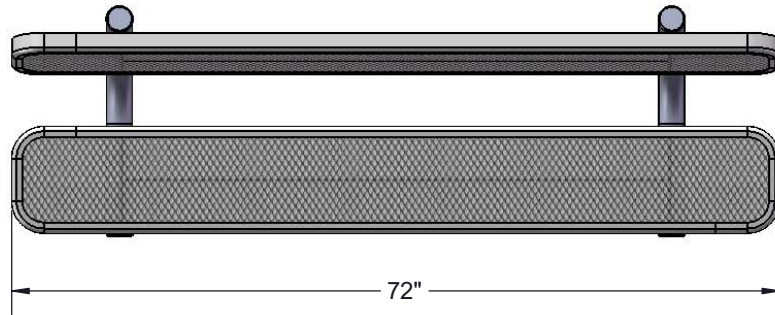
Repeat Step 1 for the back.

Estimated Required Concrete: 7 - 50 lb. Bags of Concrete



OVERALL DIMENSIONS

Agreement No. 32400427



RATES AND COSTS EXHIBIT

Rates below include full compensation to furnish all necessary labor, materials, equipment and other incidental and appurtenant Work as more fully described in the Scope of Work Exhibit and as directed by the Project Manager.

Removal and installation of 30 park benches: \$12,650.00

INSURANCE EXHIBIT INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

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

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact 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 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.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B**

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
☐ Claims Made Retroactive Date _____ ☐ Occurrence			
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$	
		EACH OCCURRENCE	AGGREGATE
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			
		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between City and Contractor is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform the Project as a public work. Contractor 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 with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor 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 Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor 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. Contractor 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. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor is not qualified to bid on, be listed in a Bid, or engage in the performance of any contract for public work, as defined in LC Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to LC Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the Agreement’s term. 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. Contractor acknowledges that 8 hours labor constitutes a legal day’s work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor 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 Contractor’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 1½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor 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. Contractor 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. Contractor 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, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns 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 Contractor, 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 Contractor under this Section shall survive Agreement termination.



2775 N. VENTURA RD. SUITE 104
OXNARD, CA. 93036
OFFICE: 805 - 479 -0168
LICENSE # 963018
garciasbiz@gmail.com

Estimate

Date	Estimate #
1/4/2024	1974

Name / Address
CITY OF OXNARD / ERIC STORRIE 300 WEST 3RD ST. 2ND FLOOR OXNARD, CA 93030

			Project
Description	Qty	Rate	Total
SEABRIDGE TRAIL INSTALLATION OF 30 PARK BENCHES A-8438		0.00	0.00
MATERIAL 25 BAGS OF CONCRETE CONCRETE DRILL BIT/TOOLS FOR THE REMOVAL OF EXISTING BENCHES		950.00	950.00
180 HOURS OF LABOR	180	65.00	11,700.00

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. Please sign and return.

SIGNATURE _____ DATE _____

Good for 30 days

Total	\$12,650.00
--------------	--------------------

M A R I P O S A

L A N D S C A P E S I N C

January 9, 2024

City of Oxnard
1060 Pacific Ave., Bldg. 1
Oxnard, CA 93030
Attn: George Rivera – Project Manager
805-385-7578 george.riverajr@oxnard.org

Proposal

Scope

Install 30 benches in the Seabridge Community in Oxnard, CA. Installing the Superior Recreation Products Model #B6WBULS bench per attached specifications.

Total Price for the above-described work..... \$22,500.00

Notes and Clarifications

- Proposal valid for 90 days from the above submission date
- Bid at prevailing wage as of the date of this proposal, Landscape/Irrigation Laborer & Operator.
- City provides the 30 Model #B6WBULS benches as well as the mounting hardware.
- Installation includes building the benches and the concrete footings by the contractor.
- Removal of any existing benches, hardware or footings is not included and extra billed at T&M
- It is assumed that installation is in soil areas next to hardscape. Core drilling flatwork is extra.
- Layout per city approval. Any surveying required will be extra.
- Demo and/or installation of concrete work like slabs, walks, curbs, and the like is not included in this proposal.
- It is assumed that the benches themselves are stored and retrieved from the city yard.

Submitted,

Larry Rudd

1/9/24

Larry Rudd – VP Sales & Marketing
Mariposa Landscapes, Inc.

Date

George Rivera – Project Manager
City of Oxnard

Date



TEL 800 • 794 • 9458 • FAX 626 • 960 • 8477 • www.mariposa-ca.com
6232 SANTOS DIAZ ST., IRWINDALE, CA 91702 • CA CONTRACTOR'S LIC # 592268 A, C-27, D-49, C-61, C-31

Our Core Values – Safety • Teamwork • Quality • Integrity

3rd quote - bench install -Seabridge

Rivera Jr., George <george.riverajr@oxnard.org>

Wed, Jan 10, 2024 at 8:51 AM

To: Sarah Rowley <sarah.rowley@oxnard.org>

Hi Sarah,

For the 3rd quote associated with the bench install for Seabridge the company name is:

Bill Haddad Concrete

<https://www.thumbtack.com/ca/simi-valley/concrete-contractors/bill-haddad-concrete/service/369713152199901190>

First contact was made on 12/20/23

He did respond on 12/20/23

We spoke on phone on 12/21/23 he asked for the specs.

I have reached out 2x since and he has not responded after asking for the install specs.

reached out via email - 1/4/24 & 1/9/24

Thanks,

George

George Rivera Jr. - Project Manager

Public Works Department, Special Districts

1060 Pacific Ave, Building 1

Oxnard, California 93030



O: 805.385.7578

www.oxnard.org

Installation specifications are
on the following pages.

Site Amenities

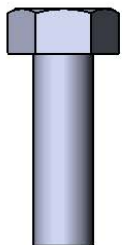
BY SUPERIOR RECREATIONAL PRODUCTS



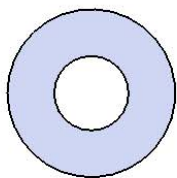
Model #
B6WBULS

S SUPERIOR[®]
RECREATIONAL PRODUCTS
A PLAYCORE Company

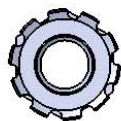
HARDWARE



5/16" x 1"
Machine Bolt



5/16" Washer



5/16" Kep Nut

PRODUCT SPECIFICATIONS

B6WBULS INGROUND BENCH WITH BACK

Seats & Back: 11 gauge die formed angle frame 1"x1-7/8" with 3" radius corners. 3/4" #9 steel expanded metal. 10 gauge x 1-1/2" flat bar center support and mounting bracket understructure. Electrically MIG welded.

Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

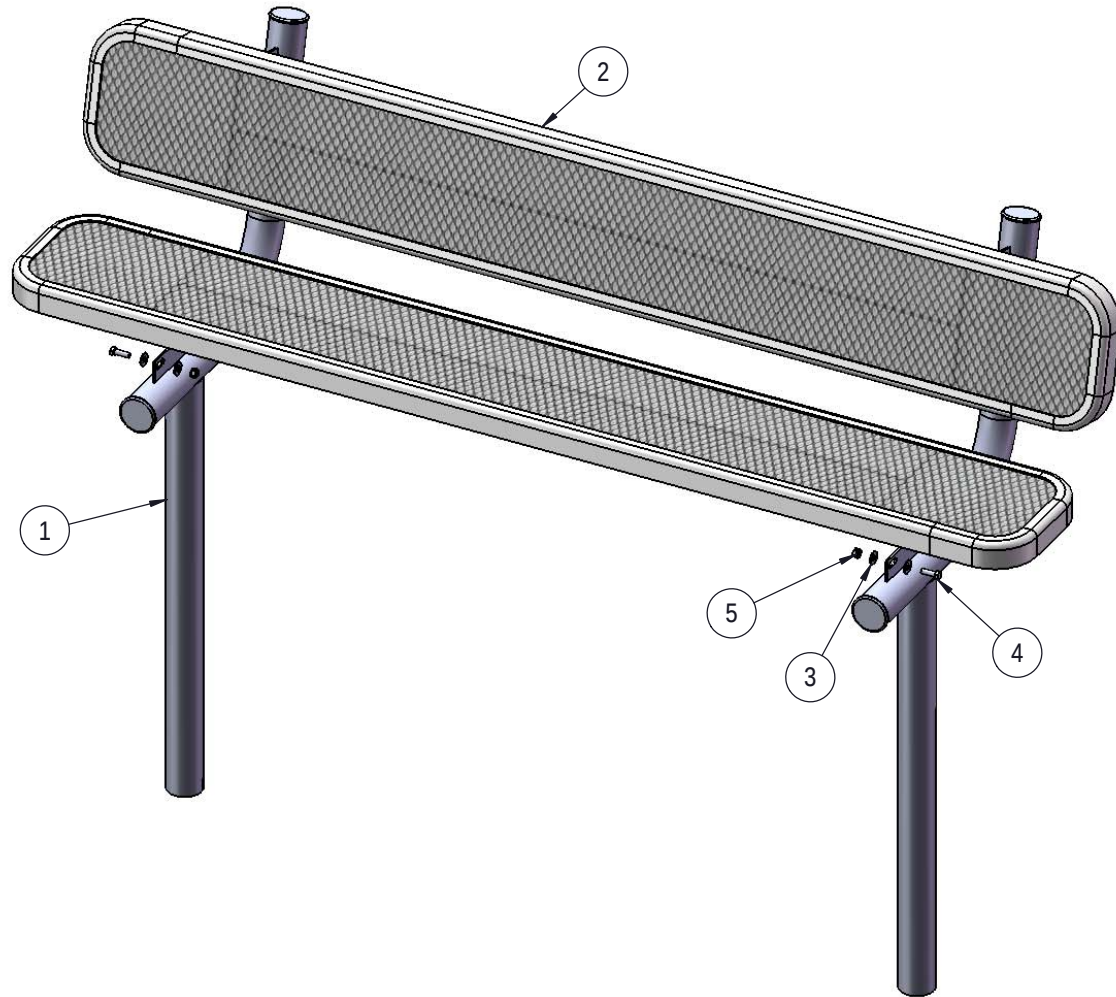
Frame: 2-3/8" O.D. x 12 gauge pre-galvanized structural steel tubing. Seat/back support is bent over a mandrel through the bend radius producing a wrinkle free bend. Tube ends are pre-galvanized steel capped. Seat mounting points are 7 gauge x 1-1/2" die stamped steel flat bar. All electrically MIG welded.

Frame Coating: Electrostatic powder coated application oven cured.

Hardware: All stainless steel hardware fasteners.

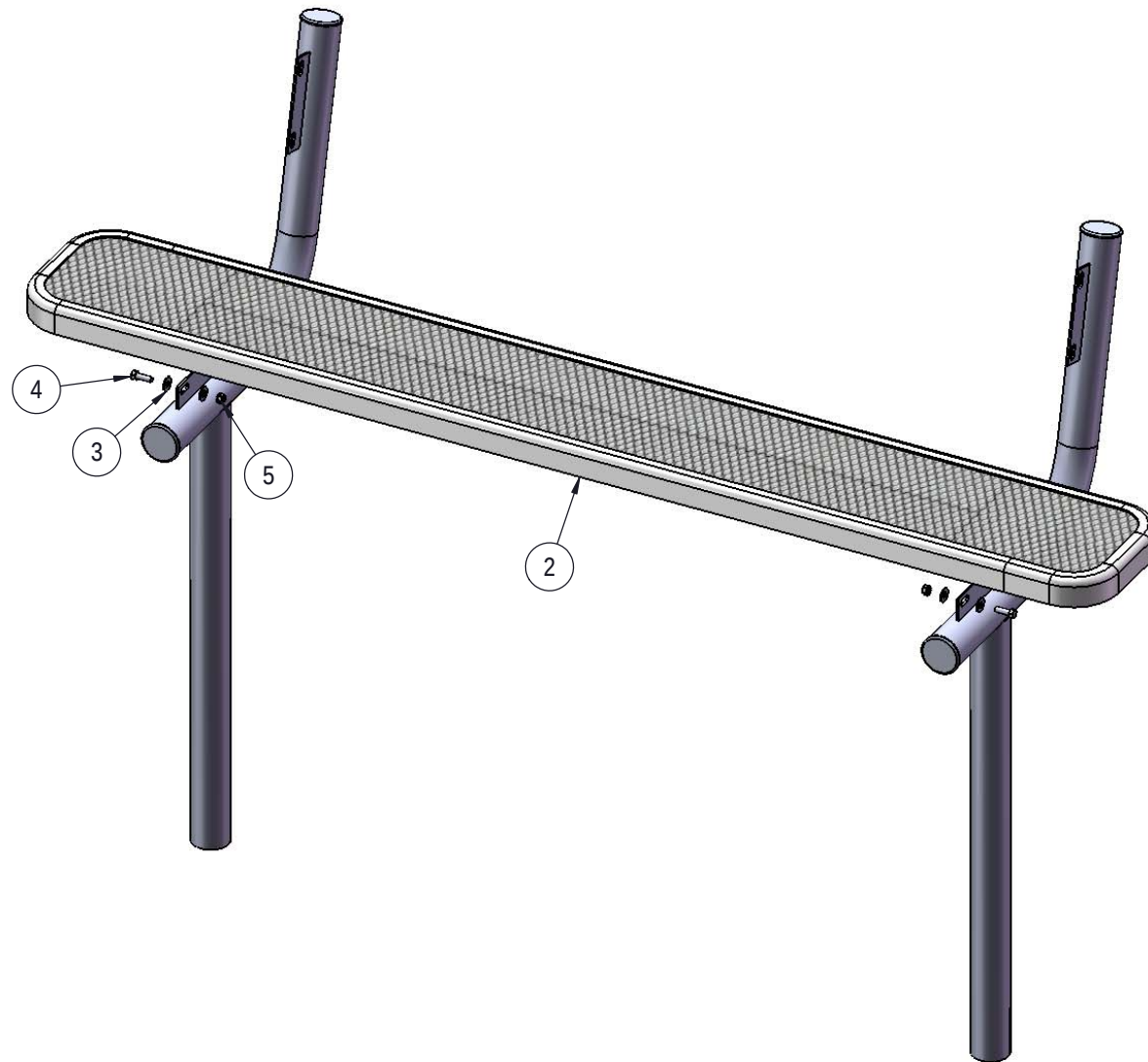
Dimensions: 6' bench inground with back. Seats and back 10" wide x 72" long. Seat height is 18", seat back height is 34". Total depth of seat with back is 21-1/2".

COMPONENTS



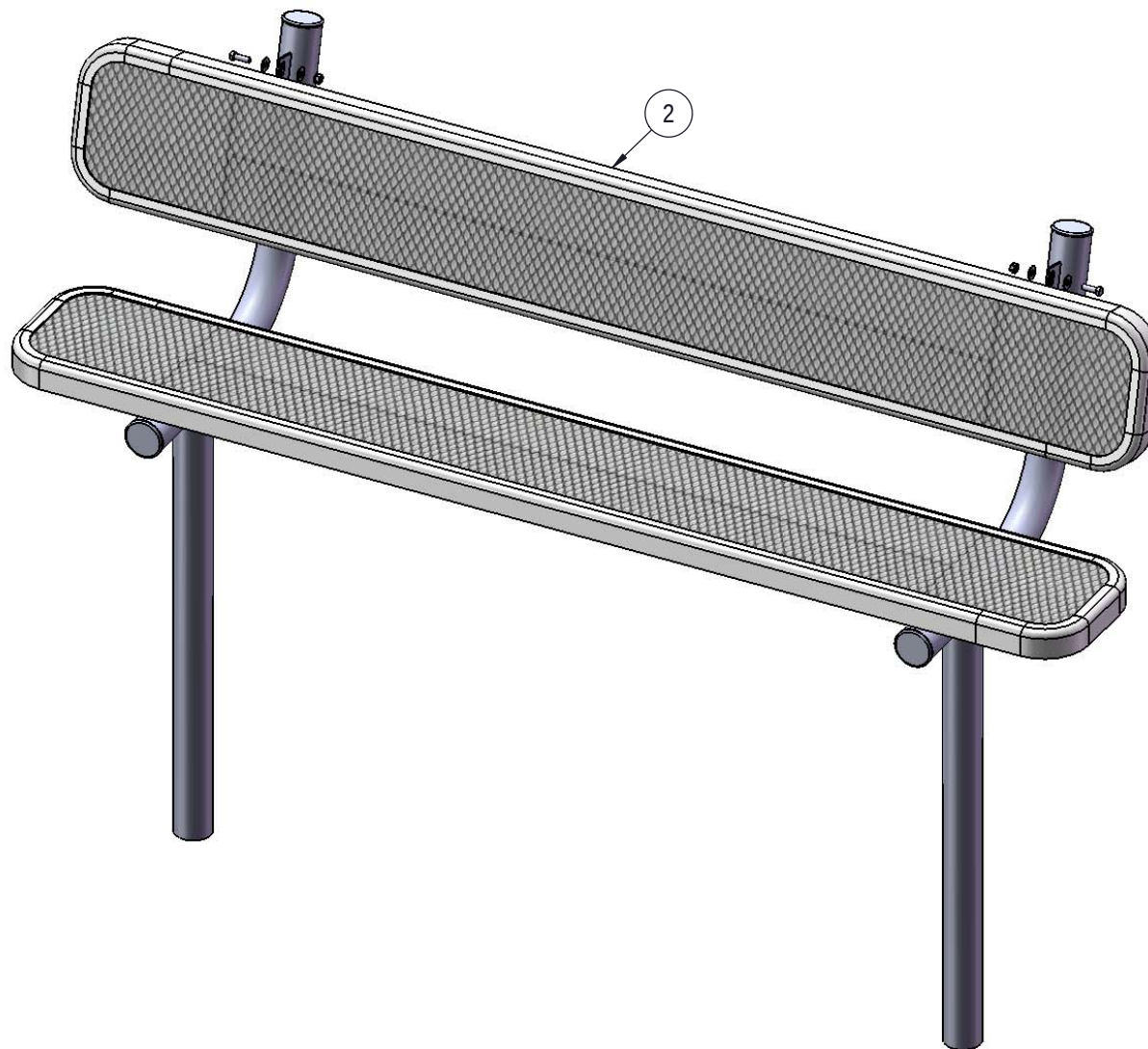
ITEM NO.	PartNo	DESCRIPTION	QTY
1	P-V940S	940 In Ground Leg	2
2	T-EV72-S	6' x 10" expanded seat	2
3	33-02-0007	5/16" SS Washer	16
4	33-05-0029	5/16" x 1" Machine Bolt (SS)	8
5	33-03-0012	5/16" Kep Nut (SS)	8

STEP 1



Attach the seat plank to the legs using specified hardware.

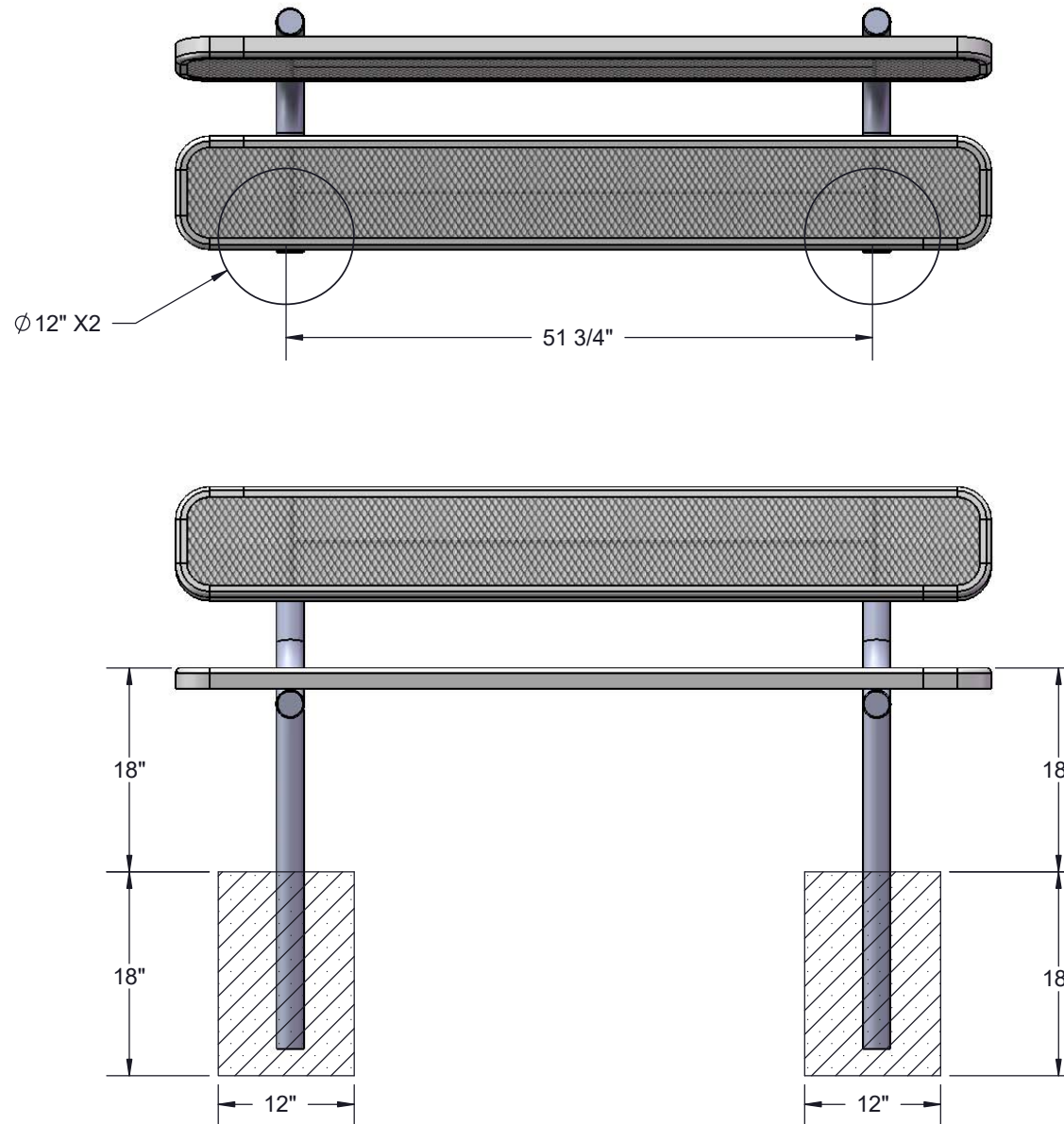
STEP 2



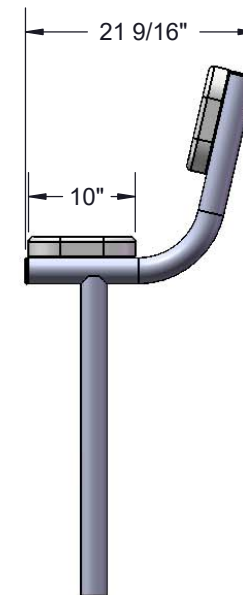
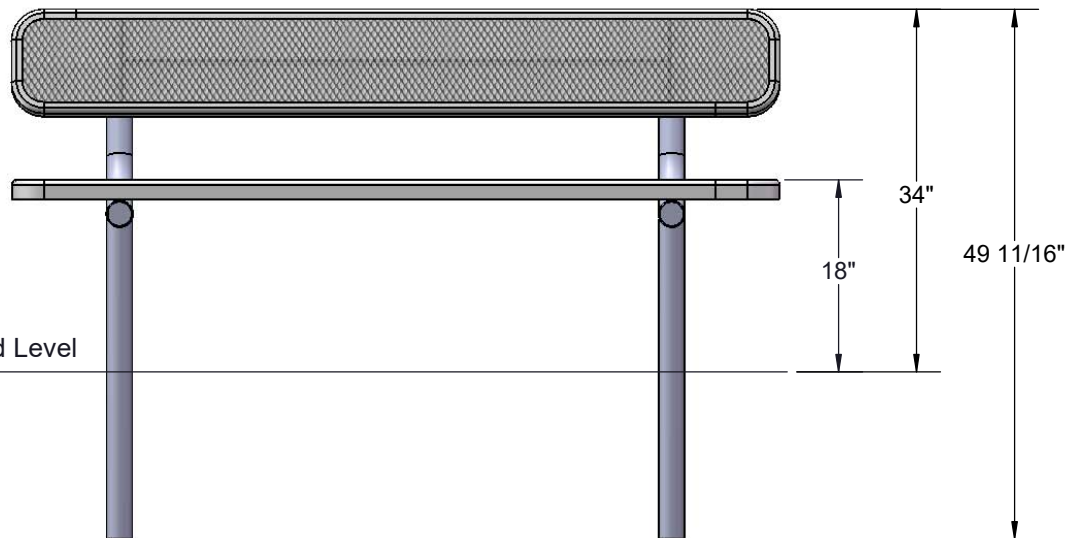
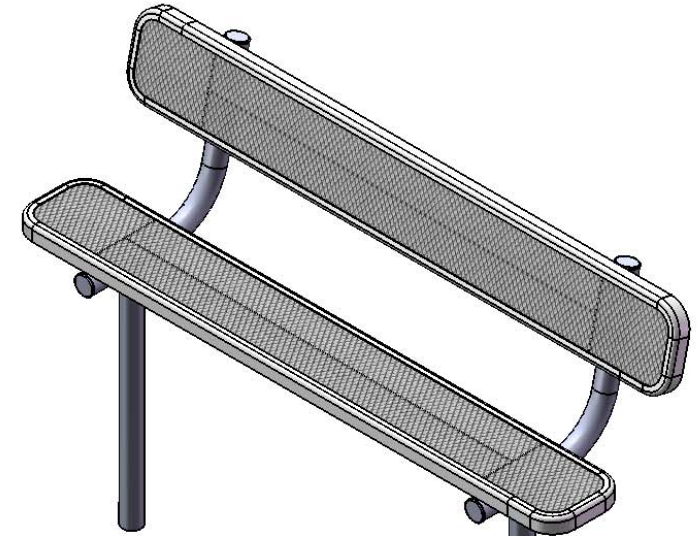
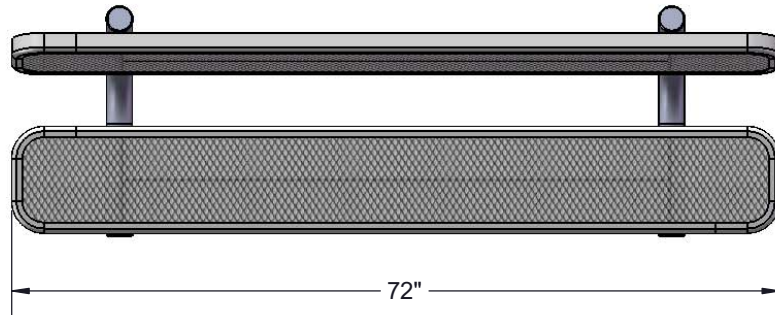
Repeat Step 1 for the back.

FOOTINGS

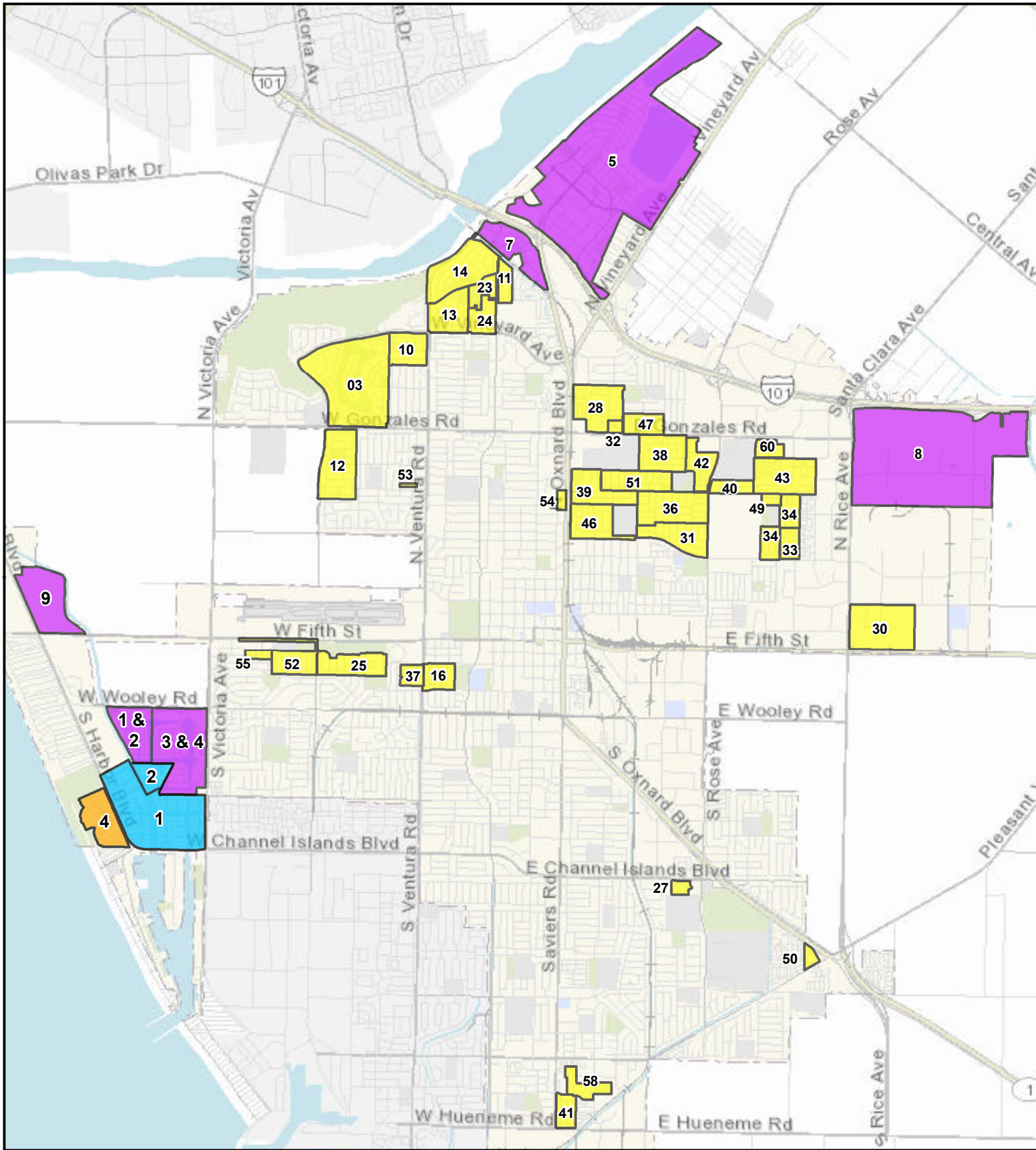
Estimated Required Concrete: 7 - 50 lb. Bags of Concrete



OVERALL DIMENSIONS



CITY OF OXNARD SPECIAL DISTRICTS



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

CITY OF OXNARD – SPECIAL DISTRICTS

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

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

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

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

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



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: April 16, 2024
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Public Project Agreement 32400383 with Best Contracting Services, Inc. for On-Call Roofing Maintenance and Minor Repair Services Project, Specification No. PW 23-95.

RECOMMENDATION

That the City Council authorize the Mayor to execute an Agreement with Best Contracting Services, Inc. for a total amount not to exceed \$190,000 for a maximum two-year term for on-call roofing maintenance and repair services.

(Public Works and Transportation Committee approved 3-0 on March 26, 2024.)

BACKGROUND

The City has a number of contract service agreements for the maintenance and repair of City buildings. Current agreements include services for heating, ventilation, and air conditioning (HVAC) systems, elevator maintenance, industrial door repair, pest control, inspection and repair of fire suppression systems, and inspection and repair of fire alarm systems. These agreements provide regulatory compliance, technical expertise, as well as staff support during periods of high demand or for after-hours services.

There are currently two Agreements with Best Contracting Services, Inc.:

The first Agreement (9697-22-PW) was issued on July 12, 2022 for the Facilities Division on-call roofing services in the amount not to exceed \$190,000. This Agreement expires on July 11, 2024. However, the not-to-exceed limit has been reached and a new on-call roofing services agreement is necessary.

The second Agreement (32400176) was issued to the Wastewater Division for on-call roofing services as an exclusive on-call service agreement with Best Contracting, Inc. in the amount not to exceed \$185,000. As an exclusive on-call Agreement, this only services the Wastewater facilities.

DISCUSSION

On December 4, 2023, the City released a Request for Bid (RFB) No. PW 23-95 for on-call roofing maintenance and repair services for the Facilities Division. The RFB closed on January 10, 2024, and the City received two bid proposals. Best Contracting Services, Inc. was the lowest responsive bidder. Procurement staff have verified possession of the required and currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily performing this Agreement.

Since Best Contracting, Inc. has an existing Agreement with the Wastewater Division, City Council approval is required for the new Agreement with the Facilities Division because the aggregate for this vendor will exceed the annual purchasing limit of \$200,000 by a single vendor, per the City's Purchasing Policy.

Work under this Agreement will be issued through task orders at the direction of the Project Manager.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement shall not exceed \$190,000 over a two-year contract term. Services will only be provided with available funding within the City Council-approved Facilities Maintenance (Fund 735) operations budget or with available funds from the City Council-approved operating budgets of the department or division requesting the services.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 26, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. 32400383_BestContracting Agreement

**CITY OF OXNARD CONTRACT FOR
THE ON-CALL ROOFING MAINTENANCE AND MINOR REPAIR SERVICES PROJECT
SPECIFICATION NO. PW 23-95**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and BEST CONTRACTING SERVICES, INC. ("Contractor"). Contractor's license number is 456263.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as the **ON-CALL ROOFING MAINTENANCE AND MINOR REPAIR SERVICES PROJECT, Specification No. PW 23-95** ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed **one hundred ninety thousand dollars (\$190,000)** during the Contract Term.

4. Contract Term. The Contract Term shall begin on the Effective Date and end **two (2) years** thereafter, unless sooner terminated pursuant to the Contract Documents.

5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the

provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

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

[signatures on following page]

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

CITY OF OXNARD

BEST CONTRACTING SERVICES, INC.

☒ John C. Zaragoza, Mayor² Date
☐ Jennifer Yates, Purchasing Manager

Mojitaba Tabazadeh, President³ Date

Sean Tabazadeh, CEO/Secretary Date

ATTEST:

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

APPROVED AS TO FORM:

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

² The City Council must authorize and the Mayor must execute any agreement over \$200,000. The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ The City requires the following for any contract:

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

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

**Exhibit INS-E
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACECOMPANY
LETTER B**COVERAGES**

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT		SUBMIT IN DUPLICATE	
FOR THE CITY OF OXNARD (the "City")		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: NAMED INSURED SAMPLE		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to **Best Contracting Services, Inc., 19027 S. Hamilton Ave., Gardena, CA 90248** ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as the **ON-CALL ROOFING MAINTENANCE AND MINOR REPAIR SERVICES PROJECT, Specification No. PW 23-95** (the "Project").

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and any Task related to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of **One Hundred Ninety Thousand Dollars (\$190,000)**, this amount being not less than one hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its

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

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

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

Dated: _____

“Principal”

“Surety”

BEST CONTRACTING SERVICES, INC.

By: _____
Mojitaba Tabazedeh, President

By: _____

Its: _____

By: _____
Sean Tabazadeh, CEO/Secretary

By: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to **Best Contracting Services, Inc., 19027 S. Hamilton Ave., Gardena, CA 90248** ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as the **ON-CALL ROOFING MAINTENANCE AND MINOR REPAIR SERVICES PROJECT, Specification No. PW 23-95** (the "Project").

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of **One Hundred Ninety Thousand Dollars (\$190,000)**, this amount being not less than a hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“Surety”

BEST CONTRACTING SERVICES, INC.

By: _____
Mojitaba Tabazadeh, President

By: _____

Its: _____

By: _____
Sean Tabazadeh, CEO/Secretary

By: _____

Its: _____

(Seal)

(Seal)

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

EXHIBIT A

CONTRACT UNIT PRICES

CITY OF OXNARD

**BID SHEETS FOR THE ON-CALL ROOFING MAINTENANCE AND MINOR REPAIR
SERVICES PROJECT
SPECIFICATION NO. PW 23-95**

Bidder's Name: Best Contracting Services, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	UNIT	YEAR 1	YEAR 2
1.	Scheduled Maintenance, Inspections and Minor Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm	\$ 155.00 /HR	\$ 155.00 /HR
2.	Unscheduled Urgent Minor Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm *work begins within 1 hour	\$ 165.00 /HR	\$ 165.00 /HR
3.	Unscheduled Urgent Minor Repair Work	Hourly Rate Monday-Friday 5:01pm-7:59am *work begins within 1 hour	\$ 205.00 /HR	\$ 205.00 /HR
4.	Unscheduled Urgent Minor Repair Work	Hourly Rate Saturday, Sunday, and Holidays *work begins within 1 hour	\$ 250.00 /HR	\$ 250.00 /HR
SUB TOTAL OF HOURLY RATES:			\$ 775.00	\$ 775.00
TOTAL BID PRICE:			\$1,550.00	

*THE TOTAL BID PRICE IS THE TOTAL OF THE HOURLY RATES (Subtotal Year 1 + Subtotal Year 2 = Total Bid Price). The total bid price is a total of the hourly rates, not the value of the contract.

Note: Major non-routine or recurring repairs which may or may not require preparation of designs, drawings or plans for a permit are not allowed under this Agreement. This Agreement is limited to maintenance and minor repair work of a routine and recurring nature. All other work must be bid separately by the City.

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, tools and incidental material costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: \$ 1,550.00

BID PRICE IN WORDS: One Thousand Five Hundred Fifty Dollars

Bidder acknowledges receipt of all addenda

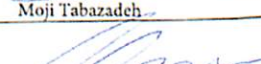
Addendum: Date Received:
#01 01/04/2024
#02 _____

Addendum: Date Received:
#03 _____
#04 _____

Bidder's Name (Company): Best Contracting Services, Inc.

Signature: 
Print: Moji Tabazadeh

Title: President
Date: January 10, 2024

Signature: 
Print: Sean Tabazadeh

Title: CEO/Secretary
Date: January 10, 2024

EXHIBIT B

SPECIAL PROVISIONS

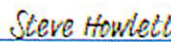


FOR

THE ON-CALL ROOFING MAINTENANCE AND MINOR REPAIR SERVICES PROJECT

SPECIFICATION NO. PW 23-95

Reviewed and approved:  Dec 1, 2023
Juan Martinez, Project Manager Date

Reviewed and approved:  Dec 1, 2023
Steve Howlett (Dec 1, 2023 1:05 PST) Date
Steve Howlett, Assistant Director Public Works

**EXHIBIT B
SPECIAL PROVISIONS**

**ON-CALL ROOFING MAINTENANCE AND MINOR REPAIR SERVICES PROJECT
SPECIFICATION NO. PW 23-95**

1001 PROJECT DESCRIPTION AND LOCATION

The Project includes roofing maintenance and minor repair services to City buildings having various roofing system types. Task Orders for Work may include but not be limited to routine roof maintenance, roof inspections, scheduled minor repairs and urgent unscheduled minor repairs. Locations of City of Oxnard buildings are attached as Appendix A. The City may add additional locations as needed.

This Agreement is limited to preventative maintenance, inspections and minor repair work of a routine and recurring nature. Minor Repairs are defined as "Work of a routine and recurring nature". All other work must be bid separately by the City.

This agreement specifically prohibits Major Work. Major Work is defined as "non-routine or recurring repairs which may or may not require preparation of designs, drawings or plans for a permit."

The purpose of this Contract is to provide multi-year coverage on an on-call basis, for maintenance and minor repair services to the roofing systems of all City of Oxnard owned buildings during the course of the Contract Term.

1002 SCOPE OF WORK

Roof system maintenance and minor repair services will require Contractor to furnish all labor, materials, tools, equipment, machinery, supplies, services, and incidental and appurtenant work necessary to competently perform roofing maintenance and minor repair services at various City building locations. The Scope of Work shall include, but not be limited to:

1002-1 General Requirements

- a. The Contractor shall assess the facility and its surroundings to determine necessary safety measures to protect City Staff and members of the public who may be present during the course of the Work; and if necessary, shall furnish and provide necessary safety measures such as barricades, delineators, and/or warning signs. City buildings shall be open for business and occupied during normal business hours.
- b. Work shall be performed only when directed by the Project Manager or Designee, and upon receipt of a fully executed task order issued by the City. In the event of an urgent call for service, the Contractor shall refer to Section 1003 Response Times, subsection 1. Non-Scheduled Urgent Minor Repair Work for Task Order direction.
- c. Perform site visit with Project Manager or Designee to inspect and identify course of action to complete roof service request. Contractor shall provide a cost estimate that includes number of Working Days to complete the Work. Contractor shall submit a baseline schedule for any minor repair projects, identifying performance schedule and any long lead time items. Cost estimate shall be provided within three (3) working days once Scope of Work for repair has been mutually agreed; unless additional time is needed and mutually agreed.

- d. Prior to beginning Work, Contractor shall inspect, document, photograph, and notify the Project Manager or Designee of any materials abandoned or being stored on the roof, and of any vandalism or safety hazards.
- e. Prior to commencement of Work, Contractor shall inspect the entire roof area for damage that may have resulted from roof penetrations by foreign objects, extreme weather, deferred maintenance, or human activity (i.e. HVAC unit repair and maintenance activity). Contractor shall immediately notify the Project Manager or Designee of any damage that requires immediate attention.
- f. Upon completion of all Task Orders, the Contractor shall submit a written report, including photographs, to the Project Manager or Designee detailing the current roof condition, evidence of any roof damage, source of existing leaks, and any problems that could potentially lead to future roof problems.
- g. Contractor shall notify the Project Manager or Designee in advance of the potential of fumes entering occupied interior areas via the HVAC system. Such notice shall be made far enough in advance to allow City Staff to power down the HVAC air-intake during the Work.
- h. Prior to installation of new roofing materials, the Contractor shall provide to the Project Manager or Designee and keep onsite throughout the Work, MSDS (Material Safety Data Sheets) for any hazardous materials; i.e., glue, fumes, etc., used in the installation process.
- i. All work shall be performed to the Occupational Safety and Health Act (OSHA) standard to protect public health and safety; property, and the environment.
- j. Verify that all HVAC unit access doors and covers are installed and secured. If access doors or covers need attention, the Contractor shall take a picture and immediately notify the Project Manager or Designee of any covers or doors needing immediate attention.
- k. Materials for repairs shall be of like and kind quality to existing roofing. When required, Contractor to submit material to Project Manager or Designee for approval prior to order or commencement of Work. Materials shall be installed per manufacturers specifications. If requested by the Project Manager or Designee, any roofing material overages ordered by the Contractor to complete the repair of a roof shall become property of the City of Oxnard and shall be left at the worksite or alternate location designated by the Project Manager or Designee. Materials shall be left in a neat and organized fashion, labeled with the manufacturer name, product name, product color, date of order and quantity remaining.
- l. All surfaces receiving new materials shall be cut, cleaned, prepared and patched in accordance with ANSI/SPRI standards.
- m. The Project Manager or Designee shall perform an initial quality of work inspection immediately following completion of a minor repair and a secondary inspection will be done after first rain event after the Task Order is completed. If repair is deemed not satisfactory by the Project manager or Designee, the Contractor must return to address follow up Work to correct unsatisfactory repairs within seventy-two (72) hours of notification by the City. These corrections shall be completed at no additional cost to the City.

1002-2 Minor Repair Services - Scope of Work:

Minor roof repair services may include, but not be limited to:

EX. B-SP 2

- a. Roof patching and minor repair of existing damaged roof coverings or coatings, roofing insulation, waterproofing, roof substrate, all associated roof metals, roof drainage components, all fascia, roof venting, all roof access components and roof walk protection components.
- b. Contractor shall remove and dispose of all debris resulting from minor repair work at Contractors expense in an appropriate offsite disposal location.
 - i. Patch and minor repair of existing damaged roof covering, roofing insulation, roof sheathing, waterproofing,

1002-3 *Preventive Maintenance And Inspections*

Preventative Maintenance and Inspection services may include, but not be limited to:

- a. Complete roof inspections with written report provided to the Project Manager or Designee. Contractor to survey the entire roof including all related roof components, penetrations, roof top mechanical equipment and ventilation equipment connection points, access components and metals (including all gutters and downspouts). Report to include the following:
 - i. Photographs of any damage noted with location detail.
 - ii. Condition of roof and all associated roof components visible.
 - iii. Expected remaining functional life of roof.
 - iv. Repairs recommended with classification of urgent or non-urgent. For all recommended repairs, provide a cost proposal for each.
 - v. Inspect all access points for roof safety and security. Contractor shall immediately notify the Project Manager or Designee of any safety or security issues.
- b. Preventative maintenance services shall be completed as directed per Task Order. Services shall include:
 - i. Removal and disposal of any debris found on the roof (i.e.: leaves, small branches, dirt, rocks, or other small items that may fall or be thrown on the roof). Dispose of material at the Contractors expense in an appropriate offsite disposal location.
 - ii. Clean roof surface as appropriate for roof type using industry standard cleaning methods. Broom clean areas where debris accumulate, as appropriate.
 - iii. Clean and secure all roof drainage systems and test for adequate drainage. If a blockage is encountered, the Contractor shall notify the Project Manager or Designee immediately and provide photographs of major build ups/ blockages.

1002-4 *Verification of Conditions*

- a. Contractor shall be responsible for field-checking all dimensions, measurements, and quantities necessary to satisfactorily complete the Work.
- b. Prior to installation of any portion of the Work, Contractor shall discuss existing defects in existing workmanship, materials and products, or conditions that may adversely affect the Work to be installed. Installation of materials and products on work in place constitutes acceptance by Contractor as being in proper condition to receive such materials and products, and waiver of claim that work in place is defective as pertains to warranty requirements, excluding unascertainable or concealed conditions. Where the product Specification requires a material or product to be installed under supervision of the

material's or product's manufacturer, or by a technical consultant, the manufacturer or the technical consultant also shall inspect the Work in place and issue a letter of approval to the Project Manager of Designee. All costs associated with this inspection will be included in the cost of Work and no additional payment will be made. All non-compliance areas shall be corrected by the Contractor at no additional cost to the City.

1002-5 Worksite Security Procedures and Conduct while Working at City Facilities.

- a. Contractor and subcontractors shall wear neat-appearing uniforms (shorts not permitted) and footwear of a style that complies with all legal and safety requirements, including the requirements of Occupational Safety and Health Act. Contractor and subcontractors must wear identification showing from whom they are employed. Contractor to wear appropriate Personal Protective Equipment (PPE) and shall be worn at all times while performing services.
- b. Contractor shall comply with instructions pertaining to conduct and building regulations as directed by the City.
- c. Proper behavior and language by Contractor and sub-contractors on City property is strictly required. Contractor shall be prohibited from disturbing items in City facilities, and from smoking in any City facility.
- d. Tools, materials, equipment, and supplies used in the performance of these services shall be in a good state of repair, safe to use, and be used in the manner in which they were intended. All tools, materials, supplies and equipment must be picked up by the Contractor at the end of each work day, and leave the Work space in which they were working clean, safe and free of debris.
- e. Contractor shall be required to successfully complete a City of Oxnard security clearance, prior to the award of this contract. When working in the Public Safety Building and any other areas of a sensitive nature as designated by the City, the Contractor must have qualified employee's security cleared and have on call, at least one security cleared employee for afterhours callouts. Any employee denied security clearance shall be restricted from entering the designated locations, and the Contractor shall provide an employee who has obtained security clearance. Any cost for obtaining security clearance will be the responsibility of the Contractor.
- f. Contractor to abide by all posted speed limits will driving on City property.
- g. Vendor vehicles shall be in good condition. All Vendor vehicles shall conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely

1003 RESPONSE TIME

Contractor shall respond to all requests as required, twenty-four (24) hours per day, three hundred sixty-five (365) days per year, including holidays. All costs for labor for these requests shall be included in the Bid sheets.

Response time by the Contractor shall be as stated below:

**1003.1 Unscheduled Urgent Minor Repair Work:
(Bid Items 2, 3, & 4)**

- a. Contractor must verbally respond within thirty (30) minutes of telephone or email notification by the City. Contractor must be on the site within one (1) hour of the notification

and begin Work immediately. Urgent minor repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

- b. For urgent minor repairs needing time sensitive attention and authorized to start Work ahead of a Task Order/Purchased Order, the Contractor shall submit to the Project Manager or Designee an invoice or cost estimate within forty-eight (48) hours from the time the Work was authorized. The cost estimate shall list the Scope of Work, materials, labor times, schedules and related items for urgent minor repairs completed and/or underway.
- c. When the extent of urgency is no longer necessary because the threat of public health and safety and/or property is no longer present, the Contractor shall coordinate with Project Manager or Designee to schedule minor repair and maintenance Work. Scope of Work to complete the minor repairs may require a separate cost estimate for non-scheduled urgent minor repairs.

NOTE: Major non-routine or recurring repairs, which may or may not require preparation of designs, drawings or plans for a permit are not allowed under this Agreement. This Agreement is limited to maintenance and minor repair services of a routine and recurring nature. All roof repairs not allowed by this contract are required to be bid as a separate project by the City.

**1003-2 Scheduled Maintenance, Inspections and Minor Repair Work:
(Bid Item 1)**

- a. Contractor must verbally respond within twenty-four (24) hours of telephone or email notification by the City. The scope of Work and schedule shall be mutually agreed to between City staff and contractor before Work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.
- b. Upon issuance of the task order for routine maintenance work and minor repairs, the Contractor is expected to commence the work within three (3) Working Days unless otherwise agreed to by the City.
- c. In the event that the Contractor must return at a later date to perform the minor repair, the Contractor will be paid for labor hours spent for on-site inspection at the hourly rate for Scheduled Minor Repair Work.

NOTE: Major non-routine or recurring repairs which may or may not require preparation of designs, drawings or plans for a permit are not allowed under this Agreement. This Agreement is limited to maintenance and minor repair work of a routine and recurring nature. All roof repairs not allowed by this contract are required to be bid as a separate project by the City.

1004 MEASUREMENT AND PAYMENT

a. Hourly Rates:

1. All Scheduled Inspections, Preventative Maintenance Services and Scheduled Minor Repair Work will be pre-approved in a Scheduled Work Task Order issued by the Project Manager and signed by the Contractor prior to starting Work. Hourly Rates for the Work performed under each Scheduled Work Task Order shall not exceed the Hourly Rates specified in the Bid Sheets. The Task Order may include all materials, labor, and taxes; if it does not, the Contractor shall clarify any missing information before commencing Work. A separate invoice is required for each Scheduled Work Task Order issued pursuant to the Contract. Contractor's hourly rate for Scheduled Work shall only include time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and stated in the Task Order.
2. All Urgent Unscheduled Minor Repair Service Work shall be approved in an Urgent Work Task Order issued by the Project Manager as soon as the scope and costs are made available. The scope and costs shall be provided by the Contractor within twenty-four (24) hours following the start of Urgent Minor Repair Work. A separate invoice is required for each Urgent Work Task Order issued pursuant to the Contract. Contractor's hourly rate for Scheduled Work shall only include time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and stated in the Task Order.

b. Materials and Rental Equipment Costs:

1. Contractor's markup on the purchase of materials or rental of equipment used for each Task Order whether for urgent or scheduled Work shall not exceed fifteen percent (15%) of the Contractor's actual cost for the materials or rental equipment used. Contractor is required to itemize materials used, and number of hours and type of rented equipment used to complete each Task Order. Contractor's invoice shall include such itemizations along with backup receipts evidencing the basis for the Contractor's markup on purchased materials, or equipment rental.
2. The City reserves the right to furnish materials, parts and equipment required to complete Work at no additional cost or handling fee.
3. All installed materials shall be new and warrantied according to Section 1005 of these Special Provisions.
4. The Contractor shall be responsible for the transport and delivery of all Contractor provided materials and equipment, and no compensation will be made for time spent on route or traveling to acquire materials or rented equipment unless pre-approved by the Project Manager and stated in the Task Order.

c. Invoicing:

To avoid payment delays, invoices submitted for payment shall include reference information noted in each Task Order, including but not limited to:

Invoice Number (Partial or Final Invoice)
Project Name & Address
Estimate # & Date
Task Order # | Amount \$ 000.00
Project Manager
Description of Work including itemized costs
Copies of receipts for materials
Copies of signed change orders (if applicable)
Lien releases

1005 WARRANTY

- a. The Contractor shall warranty all minor repair services against defective materials and workmanship for a period of one (1) year from date of completion of the Task Order. Damage due to accidents or acts of nature, including those from sabotage and/or vandalism, are exempt from the warranty.
- b. When defective material and/or workmanship is discovered which require minor repairs to be made under the warranty, all such work shall be performed by the Contractor at its own expense within five (5) calendar days after written notice of such defects has been given to Contractor by the City. Should the Contractor fail to repair such defective material and/or workmanship within five (5) calendar days thereafter, the City may cause the necessary minor repairs to be made and charge the Contractor with the actual cost of all labor and materials required.
- c. In emergencies demanding immediate attention, if the Contractor is unable to respond within the required response time, the City shall have the right to repair the defect and charge the Contractor with the actual cost of all labor and material required.
- d. During the warranty period, the Contractor is expected to coordinate warranty repairs with the appropriate manufacturer or installing contractor. The Contractor shall notify the Project Manager in writing of any undue delays by the manufacturer or installing contractor in responding to warranty requests and provide a detailed summary of the nature and reason for said warranty requests.
- e. Materials provided by the City shall be excluded from the defective material warranty requirement.

APPENDIX A

FACILITY NAME	ADDRESS	STORIES	SQUARE FOOTAGE
2900 Saviers Road	2900 Saviers Road	4	
Armory	351 South K Street	1	11,000
AWPF	5700 Perkins Road	2	9,920
Beck Park Snack Bar	100 West Kamala	1	
Campus Park Bldgs	400 South K Street	2	27,500
Carnegie	424 South C Street	3	8,389
City Yard	1060 Pacific Avenue	1	58,000
Civic Annex	300 West Third Street	4	37,596
Civic Center	305 West Third Street	1	3,840
Civic Center East	305 West Third Street	3	15,000
Civic Center West	305 West Third Street	3	15,000
Colonia Boxing Center	520 East First Street	2	1,830
Colonia Gym	195 North Marquita Street	1	10,996
Colonia Park Youth Center	170 North Juanita	1	4,220
Colonia Youth Center	197 North Marquita Street	1	3,750
Del Mar Snack Bar	3155 Vineyard Avenue	1	
Del Mar Snack Restroom		1	
Downtown Parking Structure	324 South B Street	4	182,000
Durley Park Facilities	800 West Hill St	1	1,738
Elizabeth's Furniture	321 West Sixth Street	1	4,000
Environmental Resources	111 South Del Norte Boulevard	2	110,031
Field House	2101 West Vineyard Avenue	1	5,000
Fire Admin	360 West Second Street	2	9,708
Fire Station 1	491 South K Street	1	7,277
Fire Station 2	531 East Pleasant Road	1	3,727
Fire Station 3	150 Hill Street	1	3,197
Fire Station 4	230 West Vineyard Avenue	1	5,676
Fire Station 5	1450 Colonia Road	1	4,060
Fire Station 6	2601 Peninsula Road	1	4,250
Fire Station 7	3300 Turnout Park	2	9,449
Fire Station 8	3000 South Rose Avenue	1	7,540
Gull Wing Museum	418 West Fourth Street	1	4,000
Headworks	5741 Perkins Road	2	
Main Library	251 South A Street	2	72,000
OTC	201 East Fourth Street	2	17,774
PACC	800 Hobson Way	1	50,585
PAL Gym	350 South K Street	1	29,613
Police Annex	3001 Sturgis Road	1	60,000
Police Department	251 South C Street	2	32,592
Police Department storage	251 South C Street	1	1,200
Police Storefront	300 West Clara Street	1	2,700
Rio Vista Restroom	3051 Vineyard Avenue	1	
Rio Vista Snack Bar	3055 Vineyard Avenue	1	820
River Ridge Golf Course	2401 West Vineyard Avenue	3	14,000

APPENDIX A

FACILITY NAME	ADDRESS	STORIES	SQUARE FOOTAGE
Service Center	214 South C Street	1	27,308
Social Security	425 South C Street	1	13,646
South Oxnard Branch Library	4300 Saviers Road	2	23,034
South Oxnard Center	200 East Bard Road	1	20,000
Tennis Pro Shop & Rec Bldg	801 Hobson Way	1	2,200
Waste Water Complex	6001 Perkins Road	2	1,350,360
Water Yard	251 South Hayes Avenue	2	26,308
Water Yard Admin	251 S Hayes Avenue	2	6,409
Wilson Senior Center	350 North C Street	1	12,490

EXHIBIT C

CALIFORNIA AIR RESOURCES BOARD (CARB)
IN-USE OFF-ROAD DIESEL-FUELED FLEETS REGULATION COMPLIANCE CERTIFICATION
On-Call Roofing Maintenance And Minor Repair Services Project
Specification No. PW 23-95

This Project is subject to the CARB regulations at Title 13 of the California Code of Regulations sections 2449, 2449.1, and 2449.2, which require a Prime Contractor bidding on a Public Works Project for the City of Oxnard to certify that the Contractors off-road diesel-fueled fleets comply with CARB regulations. Section 2249(b) includes a list of off-road diesel-fueled fleets subject to these regulations. It is the responsibility of the Contractor to verify if their fleet is subject to these regulations.

Contractor must select Option A or B below, and for Option B, include their current and valid California Air Resources Board Certificate of Reported Compliance Number for their fleets and any rental fleet equipment with their bid submission.

All CARB Certificates must be submitted with the bid or within three (3) Working Days after the bid opening date to the Public Works Department, 305 W. Third Street, East Wing, 3rd Floor, Oxnard, CA 93030 Attn: Lisa Shirley. Contractor is required to obtain and submit Certificates of Reported Compliance from all subcontractors that are listed in the bid submission.

Failure to provide Contractor's CARB compliance number shall constitute a material irregularity rendering their bid non-responsive and non-responsible, and shall be rejected by the City. No award shall be made to a Contractor that has failed to provide its CARB compliance certificates, unless the Contractor confirms that no equipment subject to the regulation will be used to execute the Contract Work.

For additional information regarding regulation updates, please visit:
<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>

By signing below, the Bidder hereby certifies that it is aware of the requirements set forth in Sections 2449, 2449.1, and 2449.2, Title 13, California Code of Regulations (CCR).

BIDDER TO SELECT ONE OF THE TWO OPTIONS BELOW:



OPTION A: There will be **NO USE OF OFF-ROAD DIESEL VEHICLES** (subject to Sections 2449, 2449.1, and 2449.2, Title 13, CCR) on this project:

OR



OPTION B: There will be use of Off-Road Diesel Vehicles on this project.

IF OPTION B IS SELECTED, PROVIDE THE FOLLOWING INFORMATION:

Bidder's CARB Certificate of Reported Compliance Number: N/A

Note: All Subcontractor(s) Certificate of Reported Compliance Number(s) shall be listed on the Designation of Subcontractors form.

Bidder further acknowledges the following:

1. To be eligible for award of the Contract, Bidder shall provide copies of its CARB certificates within the time limits as specified above.
2. To be eligible for award of the Contract, Bidder shall provide copies of CARB certificates for all subcontractors that are listed in the REVISED Designation of Subcontractor form as well as rental fleets within the time limits as specified above.
3. Failure to submit this form or comply with any of the above requirements shall result in the bid to be found non-responsive, and the bid bond forfeited.
4. Bidder shall ensure that their fleet, as well as all rental fleets and subcontractor fleets, maintain their active and current CARB certification for the duration of the project.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this form is true and correct.

Bidder's Company Name: Best Contracting Services, Inc.

Signature: [Signature] Title: CEO/Secretary

Print: Sean Tabazadeh Date: January 10, 2024



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.5

DATE: April 16, 2024

TO: City Council

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

SUBJECT: Public Project Agreement 32400262 with Central Coast Engineering for On-Call Plumbing Maintenance and Minor Repairs Services, Specification No. PW 23-105.

RECOMMENDATION

That the City Council authorize the Mayor to execute an Agreement with Central Coast Engineering for a total amount not to exceed \$196,000 for a one-year term for on-call plumbing maintenance and repair services.

(Public Works and Transportation Committee approved 3-0 on March 26, 2024.)

BACKGROUND

The City has a number of contract service agreements for the maintenance and repair of City buildings. Current agreements include services for heating, ventilation, and air conditioning (HVAC) systems, elevator maintenance, industrial door repair, pest control, inspection and repair of fire suppression systems, and inspection and repair of fire alarm systems. These agreements provide regulatory compliance, technical expertise, as well as staff support during periods of high demand or for after-hours services.

On July 15, 2022, the City Manager approved the current on-call plumbing services agreement (9665-22-PW) with Central Coast Engineering for \$185,000, which expires on July 15, 2024. However, due to the significant amount of deferred maintenance that needs to be addressed at City facilities, the not-to-exceed limit will be reached prior to the term date, and a new on-call roofing services agreement is necessary.

DISCUSSION

On August 2, 2023, the City provided notice and released a Request for Bid (RFB) No. 23-105, for on-call plumbing maintenance and repair services. The RFB closed on August 22, 2023, and Central Coast Engineering was the only responsive bidder. Staff proceeded with a Negotiated Single Source (NSS) Agreement since Central Coast Engineering was the only bid response. Procurement staff have verified possession of the required and currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily performing this Agreement.

Central Coast Engineering was awarded a previous agreement (with a total amount of \$185,000 as noted above) for on-call plumbing maintenance and repair services which has \$50k remaining in this fiscal year. As such, City Council approval is required because this new agreement for \$196,000 will exceed the annual purchasing limit of \$200,000 by a single vendor, per the City's Purchasing Policy, when adding in the existing contract with a remaining amount of \$50k this fiscal year.

Work under these agreements will be issued through task orders at the direction of the Project Manager.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement shall not exceed \$196,000 for the one-year contract term. Services will only be provided with available funding within the City Council-approved Facilities Maintenance (Fund 735) operations budget or with available funds from the City Council-approved operating budgets of the department or division requesting the services.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 26, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. 32400262 Central Coast Eng. Agreement

**CITY OF OXNARD CONTRACT FOR
ON-CALL PLUMBING MAINTENANCE
AND MINOR REPAIR SERVICES
SPECIFICATION NO. PW 23-105**

THIS CONTRACT ("Contract") is made and entered this 16 day of April, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and CENTRAL COAST ENGINEERING ("Contractor"). Contractor's license number is 1005461.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions, filled in Designation of Subcontractors, filled in Industrial Safety Record Form, Plans, Standard Plans, 2018 edition of the Standard Specifications for Public Works Construction and the 2019 Errata No. 1 to the Standard Specification for Public Works Construction 2018 Edition (collectively the "Greenbook" or "SSPWC") except for Sections marked within the General and Special Provisions as exempt, Reference Specifications, insurance documentation, Bonds, the City business license, permits from regulatory agencies, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as the On-Call Plumbing Maintenance and Minor Repair Services, Specification No. PW 23-105 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Rates and Costs are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices included in the attached Exhibit A, which in any case shall not exceed one hundred ninety-six thousand dollars (\$196,000) during the Contract Term.

4. Contract Term. The Contract Term shall begin on the Effective Date and end one (1) year thereafter, unless sooner terminated pursuant to the Contract Documents.

5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public work to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and

qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

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

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

[signatures on following page]

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

CITY OF OXNARD

CENTRAL COAST ENGINEERING

☒ John C. Zaragoza, Mayor¹ Date
☐ Purchasing Manager

Ralph Casillas, Jr., CEO/Secretary² Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000. The Purchasing Manager execute any agreement up to \$200,000.

² The City requires the following for any contract:

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

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

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")			SUBMIT IN DUPLICATE	
PRODUCER		POLICY INFORMATION:		
Telephone:		Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)		
TYPE OF INSURANCE		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:		
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		CITY AGREEMENTS/PERMITS		
OTHER PROVISIONS				
COVERAGES				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (____) _____		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:				
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.				
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.				
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.				
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.				
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.				
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.				
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.				
ENDORSEMENT HOLDER				
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed _____		

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE _____

☐ Included in Limits☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

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

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER _____**OTHER PROVISIONS****LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

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

Name: _____

Address: _____

Telephone: () _____

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

- INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

AUTHORIZED REPRESENTATIVE☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

____ (“Principal”)

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

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
 _____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call Plumbing Maintenance and Minor Repair Services Specification No. PW 23-105.

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

NOW, THEREFORE, we, the undersigned Principal, and _____
 _____,
(Name and address of Surety)

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

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contract Price or, in the case of a Project for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contract Price or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Contract Price (e.g., 10%) ³

Contractor's Name: _____ Signature: _____

Title: _____ Date: _____

³ The percentage of the Contract Price shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2023 (so far)	2022	2021	2020	2019	2018	Total
Number of contracts							
Total dollar amount of contracts (in thousands)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Contractor's Name: _____

Signature: _____ Title: _____ Date: _____

GENERAL PROVISIONS

SECTION 0. GREENBOOK

0-1 INCORPORATION

The 2018 edition of the Standard Specifications for Public Works Construction and the 2019 Errata No. 1 to the Standard Specification for Public Works Construction 2018 Edition (collectively the “Greenbook” or “SSPWC”) available on the date Plans were signed by the Engineer (or if there are no such signed Plans, the time of Bid opening) are incorporated herein by this reference, except for the Sections expressly excluded below. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

The SSPWC is promulgated by Public Works Standards, Inc. This publication is available for purchase from BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, (800) 873-6397, www.bnibooks.com. This publication is copyrighted and the City will not provide copies.

0-2 CAPITALIZATION OF DEFINED TERMS

Unless otherwise capitalized, capitalized words within these Contract Documents may be defined terms in either the Greenbook or Section 1-2 of these General Provisions.

0-3 NUMBERING OF GENERAL PROVISIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Greenbook. Additional standard provisions are in Sections 9 and 10. If grant provisions apply, they will be in Sections 11 through 99. The Special Provisions will be numbered as Sections 1000 through 9999. Subsections of architectural and/or other work may be numbered according to the Construction Specifications Institute (CSI) format.

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

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

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

Business Day – Any day that City Hall is open for business

Calendar Days – See “Days” in Greenbook.

City – The City of Oxnard.

Contract Term – The time period listed in the Contract.

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

County – County of Ventura, California

Inspector – An inspector of the City.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Payment Bond – A type of Bond issued by a Surety to guarantee that a contractor's subcontractors and material suppliers on all Tasks comprising a Project will be paid. A Payment Bond is also often called a "labor and materials Bond."

Performance Bond – A type of Bond issued by a Surety to guarantee the full and satisfactory completion of all Tasks comprising a Project by a contractor.

Project – Collectively, all of the Tasks to be constructed or done under the Contract, any permit, and any Task Order including the furnishing of all labor, materials, equipment, and services.

Project Manager – the Public Works Director's designee(s) responsible for a Task Project.

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

Task – A particular scope of Work assigned to Contractor by City's Task Order.

Task Order – A written notice given by the Agency to the Contractor requesting a particular Task.

WIP – Work in place.

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

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

City – See "Agency" in this Section.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, the Standard Specifications, all Task Orders, all Change Orders to Task Orders, insurance documentation, and Contractor's City business license.

Modification – Includes Change Orders, Supplemental Agreements, all Task Orders, and all Change Orders to Task Orders. A Modification may only be issued after the effective date of the Contract.

Specifications – Standard Specifications, Reference Specifications, Special Provisions, specifications in Change Orders or Supplemental Agreements, all Task Orders, and all

Change Orders to Task Orders between the Contractor and the Board.

Standard Plans – Details of standard structures, devices, or instructions referred to on the Plans, in the Specifications or in Task Orders by title or number.

Work – That which is proposed to be constructed or done under the Contract, any permit, or any Task Order including the furnishing of all labor, materials, equipment, and services.

Working Day – Any day within the Contract Term other than:

- a) Saturday,
- b) Sunday,
- c) Regarding Work on major highways, between the hours of 7:00 p.m. and 7:00 a.m. of the following Calendar Day,
- d) Regarding a Street, before 8:30 a.m. or after 3:30 p.m.,
- e) Regarding any other Task site, before 7:00 a.m. or after 6:00 p.m.,
- f) Any day designated as a holiday by the Agency,
- g) Any other day designated as a holiday in a master labor agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association,
- h) Any day the Contractor is prevented from working at the beginning of the Working Day for cause as specified in Section 6-4.1, and
- i) Any day the Contractor is prevented from working during the first five (5) hours with at least sixty percent (60%) of the normal Work force for cause as specified in Section 6-4.1.
- j) Any days and/or hour restrictions stipulated on Special Provisions

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage.

The abbreviations listed in Greenbook Section 1-3.2 shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation
MUTCD	California Manual of Uniform Traffic Control Devices, latest edition

1-3.3 Institutions.

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

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NFPA	National Fire Protection Association
VCAPCD.....	Ventura County Air Pollution Control District

1-4 UNITS OF MEASURE.

1-4.1 General [see Greenbook].

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

1-5 SYMBOLS [see Greenbook].

1-6 BIDDING AND SUBMISSION OF THE BID.

1.6.1 General. [see Greenbook].

1-6.2 Subcontractor Listing [see Greenbook].

1-7 AWARD AND EXECUTION OF CONTRACT.

1-7.1 General. [see Greenbook].

1-7.2 Contract Bonds.

Greenbook Section 1-7.2, which is not incorporated, shall be completely replaced with the following:

“Before execution of the Contract, the Bidder shall file Surety Bonds with the City in the amounts and for the purposes noted below. Bonds issued by a Surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the City. Bonds from all other Sureties shall be accompanied by all of the documents enumerated in the Code of Civil Procedure Section 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each Bond shall incorporate by reference the Contract and be signed by both the Bidder and the Surety. The signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two (2) good and sufficient Surety Bonds. The Payment Bond shall be for not less than one hundred percent (100%) of the not to exceed Contract Price. The Payment

Bond shall be to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Contractor shall maintain the Payment Bond in full force and effect until six (6) months after the period in which a stop payment notice may be given under Civil Code Section 9356.

The Performance Bond shall be for one hundred percent (100%) of the not to exceed Contract Price to guarantee faithful performance of all Work until the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last, in a manner satisfactory to the City and that all materials and workmanship will be free from original or developed defects.

Should any Bond become insufficient or any Surety give notice of pending liquidation, the Contractor shall obtain a new Bond within ten (10) Calendar Days after receiving the City's notice. Should any Surety give notice of pending liquidation, the Contractor shall send a copy of the entire notice within five (5) Calendar Days of receiving the notice and shall obtain a new Bond within ten (10) Calendar Days after receiving the notice.

Should any Surety at any time be unsatisfactory according to the rules listed within this Section, the City will notify the Contractor in this regard. No further payments shall be deemed due or will be made under the Contract until a new surety qualifies and is accepted by the City.

Changes in the Work or extensions of time, made pursuant to the Contract or any Task Order, shall in no way release the Contractor or the Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney (as well as a photocopy of each Bond). Other than for a Bid Bond, Contractor may not provide a deposit in lieu of any Bond. Each Bond shall be executed by an admitted surety insurer. Nothing herein shall abridge or amend Greenbook Section 3-13.3 or the related provisions in these Contract Documents."

SECTION 2. SCOPE OF THE WORK

2-1 WORK TO BE DONE.

Greenbook Section 2-1, which is not incorporated, shall be completely replaced with the following:

"Upon the City's issuance of a Task Order, the Contractor shall perform all Work necessary to complete that Task in accordance with the Contract Documents and that Task Order. Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work. The Contractor shall not be allowed to begin any construction, reconstruction, erection, alteration, restoration, improvement, painting, repainting, demolition and/or repair Work at the Task site before the issuance of the Task Order."

2-2 PERMITS.

Greenbook Section 2-2, which is not incorporated, shall be completely replaced with the following:

"Before starting any Task, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any permits required from all other agencies. Should any Task

require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on that Task. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor and all Subcontractors shall each obtain a City Business License and shall be licensed in accordance with the California Business and Professions Code. The Contractor and all Subcontractors shall bear all costs for their City Business Licenses."

2-3 RIGHT-OF-WAY.

The last sentence of Greenbook 2-3 is not incorporated and shall be completely replaced with the following:

"The Contractor shall conduct all of its activities and operations within the rights of way provided by the City or within the confines of public thoroughfares. The Contractor shall not allow its employees to use private property for any reason or to use water or electricity from such property without written permission from the property owner.

If, for any reason, the Contractor elects to encroach upon other lands, it shall first obtain written permission from the owner and provide evidence of such permission in writing to the Engineer prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold the City harmless from all claims or suits for damages occasioned by such work or activity, whether done in compliance with this subsection and with permission from the owner or in violation of this subsection without permission from the property owner."

2-4 COOPERATION AND COLLATERAL WORK.

The following paragraph shall be added to the end of Greenbook Section 2-4:

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

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

2-5.1 General.

The following paragraph shall be added to the end of Greenbook Section 2-5.1:

"The Contractor and its Subcontractors and suppliers shall not start, operate, move, or idle their equipment prior to the time specified for starting work each Working Day unless otherwise approved by the Engineer."

2-5.2 Temporary Utility Services [see Greenbook].

2-5.3 Crushing and Screening Operations [see Greenbook].

2-5.4 Haul Routes.

Greenbook Section 2-5.4, which is not incorporated, shall be completely replaced with the following:

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

2-6 CHANGES REQUESTED BY THE CONTRACTOR [see Greenbook].

2-6.1 Requesting Extra Contract Units.

If the City’s Task Order limits the Work on any given Task by number of Contract Units, Contractor may request in writing extra Contract Units, which the Project Manager may grant in writing at his or her discretion. If the Contractor failed to request in writing extra Contract Units or the Project Manager did not affirmatively grant extra Contract Units, the City will not be obligated to pay for the extra Contract Units.

2-7 CHANGES INITIATED BY THE AGENCY.

The following paragraph shall be added to Greenbook Section 2-7:

“The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of a Task or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the Project Manager, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.”

2-7.1 General.

Greenbook Section 2-7.1 which is not incorporated, shall be completely replaced with the following:

“The Agency may change the Plans, Specifications, Task Orders, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. The references to ‘additive’ and ‘deductive’ changes in this context are related to changes made within the scope of a Task.

Should it become necessary to exceed this twenty-five percent (25%) limitation, the change shall be by written Supplemental Agreement between the Contractor and Agency, unless both parties agree to proceed by Change Order.

Change Orders shall be in writing and state the dollar value of the change or establish the method

of payment, any adjustment in the Contract time of completion.”

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT.

Greenbook Section 3-1, which is not incorporated, shall be completely replaced with the following:

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

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

If the City opts to consent to assignment, the City’s consent shall be contingent upon the City’s receipt of: (1) a letter from the Surety agreeing to the assignment and assigning the Bonds to the assignee without any reduction, or new Bonds supplied by the assignee (with a photocopy of each Bond) in the amounts originally required under the Contract Documents; (2) new insurance supplied by the assignee of the types and in the amounts required in the Contract Documents; (3) a copy of the assignee’s City business license; (4) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required on this Project and the related Tasks; and (5) a complete list of all the new Subcontractors on the Designation of Subcontractors form herein or written confirmation that all of the assignor’s Subcontractors will continue to provide Work and there are no new Subcontractors. Until the City receives all of the items mentioned in the prior sentence, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.”

3-2 SELF PERFORMANCE.

The first sentence of Greenbook Section 3-2, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall perform, with its own organization, Contract Work amounting to at least fifty percent (50%) of the Contract Price, and Task Work amounting to at least fifty percent (50%) of the Task price, except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed will be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization.”

3.3 SUBCONTRACTORS.

Greenbook Section 3.3, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall give personal attention to the fulfillment of every Task. The Contractor shall keep all Work under its control.

Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their Work on every Task.

In addition to the requirements of 3.3, before the Work of any Subcontractor is started (including Subcontractors later determined to apply to a particular Task), the Contractor shall submit with its bid the completed Designation of Subcontractor form herein listing the name, contractor license number, DIR registration number, phone number and business address of each Subcontractor and a description of the type of Work and highest possible percentage of any Work per Task Order to be so subcontracted. The highest possible percentage of any Work per Task Order may not exceed the Contractor’s self performance requirement as stated in Section 3-2. Only a single subcontractor per trade may be designated.”

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER.

Greenbook Section 3-4, which is not incorporated, shall be completely replaced with the following:

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

The Contractor may appeal any such decision made by the Engineer by emailing the Public Works Director (michael.wolfe@oxnard.org), requesting reconsideration of the Engineer’s decision. The appeal must contain: a clear explanation of the decision and how it impacts the rest of the Task; a clear explanation of the Contractor’s concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Public Works Director must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Engineer’s latest notice to the Contractor regarding the decision that Contractor wishes to appeal. Upon receipt of the appeal request, the Public Works Director or his or her designee shall review the email and all other information provided by the Contractor. The Public Works Director or his or her designee shall email the Contractor the decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor’s sole and exclusive remedy in event of a decision by the Engineer with which the Contractor disagrees. The Contractor’s failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Engineer’s decision, including filing a California Government Code claim or initiating any other legal proceedings.

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

3-5 INSPECTION.

The following paragraph shall be added to Greenbook Section 3-5:

“The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.”

The second sentence of Greenbook Section 3-5, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall notify the Engineer 48 hours in advance of the start of the Work.”

3-6 THE CONTRACTOR’S REPRESENTATIVE [see Greenbook].

The following paragraph shall be added to Greenbook Section 3-6:“Contractor’s representative or alternate shall be available after normal working hours to respond to circumstance that arise within 30 minutes of being contacted by the City Inspector or Project Manager. The representative or alternate shall not be replaced without written notice to the City, except under extraordinary circumstances. The superintendent will be the Contractor’s representative at the site and shall have authority to act on behalf of the Contractor. Lack of supervision will be grounds for a Stop Work notice issued by the City, in which case no Work will be performed unless proper supervision is provided.”

3-7 CONTRACT DOCUMENTS.

3-7.1 General.

The following shall be added to Greenbook Section 3-7.1:

“The Contractor shall keep at the Work site a copy of the Plans, Specifications, and relevant Task Orders, all of which the Engineer shall have access to at all times.

The Plans, Specifications, other Contract Documents and Task Orders shall govern the Work. The Contract Documents and Task Orders are intended to be complementary and cooperative. Anything specified in the Specifications, Plans or Task Orders shall be as though shown on or specified in all three (3) documents.

The Plans and/or Task Orders shall be supplemented by such working drawings and shop drawings as are necessary to adequately control the Work.

The Contractor shall, upon discovering any error or omission in the Plans, Specifications or Task Orders, immediately call it to the attention of the Engineer.

Contractor shall maintain a control set of Plans, Specifications and any relevant Task Order on that Task’s site at all times. All final locations determined in the field, and any deviations from the Plans, Specifications, and relevant Task Orders, shall be marked in red on said control set to show the as-built conditions. This control set shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. These documents shall be kept up to date with the progress of the Work. Upon completion of all Work on a Task, the Contractor shall return the control set to the

Project Manager. Final payment will not be made until this requirement is met on all Tasks.

Where a Work feature is shown on the drawings, identified in the Specifications, or listed in the Task Order but is not individually mentioned in the Bid sheets, the Contractor is required to complete the Work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a Work feature shall be included in the Bid.”

3-7.2 Precedence of the Contract Documents.

Greenbook Section 3-7.2, which is not incorporated, is completely replaced with the following:

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

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last, to any Task Orders.
3. Task Orders.
4. Change Orders and Supplemental Agreements, whichever occur last, to the Contract Documents.
5. Contract.
6. Addenda.
7. Notice Inviting Bids.
8. Instructions to Bidders.
9. Bid/ Proposal.
10. Plans.
11. Special Provisions.
12. General Provisions.
13. Plans.
14. City Standard Plans.
15. SSP.
16. Greenbook.
17. Reference Specifications.

All of the aforementioned documents are incorporated herein by this reference.

3-8 Submittals [see Greenbook].

3-8.1 General [see Greenbook].

3-8.2 Working Drawings [see Greenbook].

3-8.3 Shop Drawings [see Greenbook].

3-8.4 Supporting Information [see Greenbook].

3-8.5 Installation Instructions [see Greenbook].

3-8.6 Manufacturer’s Operation, Maintenance, and Warranty Instructions [see Greenbook].

3-9 SUBSURFACE DATA.

The following shall be added to Greenbook Section 3-9:

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

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

3-10 SURVEYING.**3-10.1 General.**

Greenbook Section 3-10.1, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall verify all dimensions on the drawings in the Contract Documents or any Task Order and shall report to the City any discrepancies before proceeding with a related Task. The City does not provide AutoCAD files. The Contractor shall perform all survey and layout Work per the benchmark information in the Contract Documents or any Task Order. Said surveying and staking shall be performed by a land surveyor, licensed to perform said work in the State of California. All surveying Work must conform to the Professional Land Surveyors’ Act (Business and Professions Code Section 8700 *et seq.*). The Contractor shall provide the Engineer with the results of the survey before proceeding. All Project or Task surveying notes and “cut-sheets” are to be provided to the City after the completion of each surveying activity, and all final surveying notes shall be provided before final payment to the Contractor. All survey work shall be performed to the satisfaction of the Engineer.

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

3-10.3 Line and Grade [see Greenbook].**3-10.4 Permanent Survey Markers [additional to Greenbook].**

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

within the State of California.

If a Task requires the Contractor to disturb survey monuments, the Contractor shall submit to the Engineer a minimum of five (5) Calendar Days before starting the Task a list of controlling survey monuments that may be disturbed. The Contractor will:

- a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed;
- b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments; and
- c) File a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

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

3-10.5 Survey Service *[additional to Greenbook]*.

"The Contractor will perform and be responsible for the accuracy of surveying adequate for construction. The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement will be performed by the Contractor at its own expense.

The Contractor shall notify the Engineer in writing at least two (2) Working Days before survey information will be required in connection with the laying out of any portion of a Task. The Contractor shall dig all holes necessary for line and grade stakes.

Unless otherwise specified in the Special Provisions, the Contractor will set and station stakes for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

The line and grades for construction will be parallel to and offset from the position of the Work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the Work and shall be responsible for the correctness of same."

3-11 CONTRACT INFORMATION SIGNS.

The following shall be added to Greenbook Section 3-11:

"Contractor shall not advertise or allow advertising at any Task site other than what is printed on trucks and equipment before the Work begins."

3-12 WORKSITE MAINTENANCE.

The following shall be added to Greenbook Section 3-12:

“Thorough clean-up shall be done as Work progresses on each Task at the end of each Working Day. The Contractor shall not allow a Task site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at a Task site and cannot be “stockpiled,” but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City. The City shall then deduct the cost of its cleaning from the next or any upcoming payments due to the Contractor or from the Contractor’s retention.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make arrangements for any off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within a Task site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor’s equipment and personal vehicles of the Contractor’s employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer’s written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at a Task site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Task, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of any Task by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of that Task site.

All costs associated with the clean-up and storage required to complete the Task shall be the sole responsibility of the Contractor.”

3-12.1 General [see Greenbook].

3-12.2 Air Pollution Control [see Greenbook].

3-12.3 Noise Control [see Greenbook].

The following shall be added to Greenbook Section 3-12.3:

“To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City’s ordinances. The Contractor shall inform the public of proposed construction time frames on any Task to minimize potential annoyance related to the construction noise.”

3-12.4 Storage of Equipment and Materials [see Greenbook].

3-12.4.1 General [see Greenbook].

3-12.4.2 Storage in Public Streets [see Greenbook].

3-12.5 Sanitary Sewers.

3-12.5.1 General [see Greenbook].

3-12.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

3-12.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

3-12.6 Water Pollution Control.

3-12.6.1 General [see Greenbook].

3-12.6.2 Best Management Practices (BMPs).

The following shall be added to Greenbook Section 3-12.6.2:

“The Contractor will be required to meet the minimum BMPs of providing a Stormwater Management Plan if any Task does not require a SWPPP according to the Ventura County Watershed Protection District. The Contractor shall submit a Best Management Practice (BMP) Plan for containing any wastewater or storm water runoff from the Task site including, but not limited to the following:

1. No placement of construction materials where they could enter Storm Drain system, which includes gutters that lead to catch basins.
2. Checking construction vehicles for leaking fluids.
3. Providing a controlled area for cleaning or rinse-down activities.
4. Monitoring construction activities.
5. Minimizing usage of water.
6. Providing measures to capture or vacuum-up water contaminated with construction debris.
7. Removing any construction-related debris on a daily basis.
8. Protecting Work areas from erosion.
9. Street sweeping at regular intervals required to control dust, debris, sediment and erosion.

The BMP Plan must be approved by the Project Manager before any Work on any Task begins. The City will monitor the adjacent Storm Drains and Streets for compliance. Failure of the Contractor to follow the approved BMP Plan will result in immediate clean-up by City and back-charging the Contractor for all costs plus fifteen percent (15%).”

3-2.6.3 Storm Water Pollution Prevention Plan (SWPPP) [see Greenbook].

Greenbook Section 3-12.6.3, which is not incorporated shall be completely replaced with the following:

“If the nature of a Task requires the Contractor to file a Notice of Intent and SWPPP with the State regulatory agency, the Contractor shall do so. If this is not required, the Contractor shall submit a

local SWPPP and a wet weather erosion control plan during the rainy season October 1st to April 15th to comply with City policy regarding storm water management. The Contractor shall take all necessary precautions to minimize storm water pollution and control the pollutants from entering the drainage system as directed by the City's representative. At any point, a local SWPPP is subject to change if the City determines the inadequacy of the approved SWPPP to address the pollutants of concern. Upon written notification by the City, the Contractor shall submit a revised SWPPP, subject to City approval, within five (5) Working Days following notification. Failure to do so could result in a stoppage of all Work on the relevant Tasks without an extension in the time for completion of the Work."

3-12.6.4 *Dewatering.*

The following shall be added to Greenbook Section 3-12.6.4:

"Failure to dewater per Contractor's approved dewatering plans per Task shall lead to the immediate issuance of a stop notice on that Task. Any fees associated with the failure to perform dewatering will be passed onto the Contractor."

3-12.6.5 *Payment [see Greenbook].*

3-13 *COMPLETION, ACCEPTANCE, AND WARRANTY.*

3-13.1 *Completion.*

Greenbook Section 3-13.1, which is not incorporated, shall be completely replaced with the following:

"For each Task, the Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents and that Task Order, the Engineer will set forth in writing the date the Work was completed. This will be the date to which liquidated damages will be computed."

3-13.2 *Acceptance.*

Greenbook Section 3-13.2, which is not incorporated, shall be completely replaced with the following:

"A Task will not be considered complete until all required Work is completed, the Task site is cleaned up in accordance with Greenbook Section 3-12, the General Provisions, the Special Provisions, and the Task Order, and all of the following items have been received by the Project Manager:

1. All written guarantees and warranties;
2. All "as-builts"; and
3. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic

adjustments, maintenance or other operation procedures.

The Contractor shall submit a written notice for final inspection on each Task to the Project Manager. The Project Manager's acceptance of each Task must be in writing.

The Project shall be considered 'completed' and 'accepted' at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last."

3-13.3 Warranty.

Greenbook Section 3-13.3, which is not incorporated, shall be completely replaced with the following:

The Work shall be warranted by the Contractor against defective materials and workmanship for a period of one (1) year. For the purposes of the calculation of the start of the warranty period, the Project shall be deemed to be completed per section 3-13.2. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the Project Manager's acceptance of the final item on that punchlist.

The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are deemed completed per section 3-13-2.

The Contractor shall repair or replace defective materials and workmanship as required by the Engineer at Contractor's own expense. The Contractor shall make all repairs, replacements, and restorations within thirty (30) Calendar Days of the date of the Project Manager's written notice, unless that notice shall require such repairs, replacements, and restorations within another time frame. Additionally, the Contractor shall defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects or non-compliance.

No certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under this warranty. Payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual cost, the Contractor's surety shall be liable for the cost thereof."

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL [see Greenbook].

4-2 PROTECTION.

The following shall be added to Greenbook Section 4-2:

"The Contractor shall continuously maintain adequate protection of all of its Work from damage.

The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.”

4-3 INSPECTION.

4-3.1 General [see Greenbook].

4-3.2 Inspection by the Agency [see Greenbook].

4-3.3 Inspection of Items Not Locally Produced [see Greenbook].

4-4 TESTING.

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Greenbook and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-5 CERTIFICATE OF COMPLIANCE [see Greenbook].

4-6 TRADE NAMES.

The following shall be added to Greenbook Section 4-6:

“For convenience in designation on the Plans, Specifications and Task Orders, certain materials, products, things, or services incorporated in the Work may be designated under a brand or trade name. Unless otherwise listed in a Task Order, the use of alternative materials, products, things, or services that are of equal quality and of the required characteristics for the purpose intended will be allowed, subject to the approval of the Project Manager, in accordance with Public Contract Code Section 3400 and Greenbook Section 4-6. Unless otherwise stated in writing, the phrase “or equal” shall be assumed after any and all brand and trade names.

If the Contractor requests to substitute an equivalent material, product or thing for a brand or trade name material, product or thing, the burden of proof as to the comparative quality and suitability of the alternative material, product or thing shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Project Manager, including but not limited to:

- Identification of the material, product or thing and complete manufacturer’s literature that details the substituted material, product or thing.
- The names and addresses of the manufacturer’s representative for the substituted material, product or thing.
- How the substituted material, product or thing would impact the Task’s completion date.
- The difference in cost between the substituted material, product or thing and the specified material, product or thing.
- A detailed description of the difference between the substituted material, product or thing and the specified material, product or thing.
- If requested by the City, samples of the substituted material, product or thing.
- The names and addresses of at least five (5) projects where the substituted material, product or thing has been used.

If the Contractor requests to substitute an equivalent service for a brand or trade name service, the burden of proof as to the comparative quality and suitability of the alternative service shall likewise be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Project Manager, including but not limited to:

- Identification of the service and literature that details the substituted service.
- The names and addresses of the representatives of the substituted service.
- How the substituted service would impact the Task's completion date.
- The difference in cost between the substituted service and the specified service.
- A detailed description of the difference between the substituted service and the specified service.
- The names and addresses of at least five (5) projects where the substituted service has been used.

All requests for substitution shall be submitted, together with all documentation necessary for the Project Manager to determine equivalence, no later than three (3) Calendar Days following a Task Order, unless a different deadline is listed in the Special Provisions or in that Task Order."

4-7 *WEIGHING AND METERING EQUIPMENT [see Greenbook].*

4-8 *CALIBRATION OF TESTING EQUIPMENT [see Greenbook].*

SECTION 5 LEGAL REGULATIONS AND RESPONSIBILITIES

5-1 *LAWS TO BE OBSERVED [see Greenbook].*

5-2 *SPECIAL NOTICES [see Greenbook].*

5-3 *LABOR.*

5-3.1 *General [see Greenbook]*

5-3.2 *Prevailing Wages.*

Greenbook Section 5-3.2 is not incorporated into these Contract Documents.

5-3.2.1 *Public Work [additional to the Greenbook].*

The Contractor acknowledges that the Tasks comprising the Project are "public work" as defined in Labor Code Section 1720 *et seq.*, and that these Tasks are subject to Labor Code Section 1720 *et seq.*, including without limitation Labor Code Section 1771 and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq.* and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the Contract Term.

5-3.2.2 Copies of Wage Rates [additional to the Greenbook].

Pursuant to Labor Code Section 1773.2, once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform that Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at www.dir.ca.gov/. By initiating any Task, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates all rate changes at each job site covered by these Contract Documents.

5-3.2.3 Job Site Notices [additional to the Greenbook].

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

5-3.2.4 Failure to Pay Prevailing Rates [additional to the Greenbook].

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

5-3.2.5 Apprentices [additional to the Greenbook].

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

5-3.2.6 Debarment or Suspension [additional to Greenbook].

The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract Term pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor or any Subcontractor becomes debarred or suspended throughout the duration of the Contract Term, the Contractor shall immediately notify the City.

5-3.3 Payroll Records.

Greenbook Section 5-3.3, which is not incorporated, shall be completely replaced with the following:

"The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which require the Contractor and each Subcontractor to (1) keep accurate payroll records and

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

5-3.4 Hours of Labor.

Greenbook Section 5-3.4, which is not incorporated, shall be completely replaced with the following:

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

5-3.5 Registration with the DIR [additional to the Greenbook].

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

5-3.6 Compliance Monitoring [additional to the Greenbook].

This Project and all related Tasks are subject to compliance monitoring and enforcement by the DIR.

5-3.7 Subcontractors [additional to the Greenbook].

For every Subcontractor who will perform Work on any and all Tasks, the Contractor shall be responsible for such Subcontractor’s compliance with Labor Code Sections 1720 *et seq.*, 1860 and 3700, and the Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a

requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

5-3.8 Debarred or Suspended Subcontractors *[additional to the Greenbook]*.

The Contractor shall not perform Work on any Task with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or 1777.7.

5-3.9 Prevailing Wage Indemnity *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 503 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, any Task Order, or both, including without limitation the payment of all attorneys' fees and other related costs and expenses.

5-3.10 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 5-3 shall survive expiration or termination of the Contract.

5-4 INSURANCE *[see Greenbook]*.

Greenbook Section 5-4, which is not incorporated, shall be completely replaced with the following:

"All insurance requirements shall be those listed in the City's document titled INS-D, which is incorporated herein by this reference."

Greenbook Sections 5-4.1, 5-4.2, 5-4.3 and 5-4.4 are not to be incorporated into these Contract Documents.

5-4.1 Indemnification *[additional to the Greenbook]*.

5-4.2 Contractor's Duty *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the

Contractor or any of its officers, employees, and agents, Subcontractors, material suppliers or any of their officers, employees, or agents arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable.

5-4.3 Civil Code Exception *[additional to the Greenbook]*.

Nothing in this Section 7-4 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-4.4 Nonwaiver of Rights *[additional to the Greenbook]*.

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

5-4.5 Waiver of Right of Subrogation *[additional to the Greenbook]*.

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

5-4.6 Survival *[additional to the Greenbook]*.

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

5-5 ANTITRUST CLAIMS *[see Greenbook]*.

5-6 PATENT FEES OR ROYALTIES *[see Greenbook]*.

5-7 SAFETY.

5-7.1 Work Site Safety.**5-7.1.1 General.**

The following shall be added to Greenbook Section 5-7.1.1:

“The Contractor shall be solely responsible for ensuring that all work performed under the Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe Project site.”

5-7.1.2 Work Site Safety Official [see Greenbook].**5-7.2 Safety Orders.****5-7.2.1 General [see Greenbook].****5-7.2.2 Shoring Plan [see Greenbook].****5-7.2.3 Payment [see Greenbook].****5-7.3 Use of Explosives [see Greenbook].****5-7.4 Hazardous Substances [see Greenbook].****5-7.5 Confined Spaces.****5-7.5.1 Confined Space Entry Program (CSEP) [see Greenbook].****5-7.5.2 Permit-Required Confined Spaces [see Greenbook].****5-7.5.3 Payment [see Greenbook].****5-7.5.4 “Tailgate” or Safety Meetings [additional to the Greenbook].**

The Contractor must submit to the Project Manager a written report by the end of every week of the “tailgate” or safety meeting(s) held by the Contractor and every Subcontractor working on the Project that week. The Contractor may require that every Subcontractor prepare its own weekly “tailgate” or safety meeting reports; however, every week the Contractor is still responsible for getting a copy of each Subcontractor’s report to the Project Manager. Each written report shall include an agenda of the meeting topics, the date, time and location of the meeting, and a list of attendees.

5-7.6 Flood Lighting.**5-7.6.1 General [see Greenbook].****5-7.6.1 Payment [see Greenbook].****5-7.7 Security and Protective Devices [see Greenbook].**

5-7.7.1 *General [see Greenbook].*

5-7.7.2 *Security Fencing [see Greenbook].*

5-7.8 *Steel Plate Covers.*

5-7.8.1 *General [see Greenbook].*

5-7.8.2 *Thickness [see Greenbook].*

5-7.8.3 *Installation [see Greenbook].*

5-7.8.4 *Payment [see Greenbook].*

5-7.8.5 *Protection of the Public [additional to the Greenbook].*

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

The requirements of the State Division of Industrial Safety for trenches, excavations and shoring shall apply to all aspects of this Project. Safety is stressed. Trenches, excavations and other openings, if any, shall be covered at the end of each Working Day. Any operations or situation that threatens the safety of workers or the public, including traffic control not in compliance with the approved traffic control plan and the MUTDC, shall cause the suspension of Work until corrections are made.

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

Should the Contractor not comply with CalOSHA or federal OSHA safety requirements and the Project Manager find out, he or she may issue a Notice of Noncompliance. If the Project Manager does so, the Contractor will furnish and install additional or different measures at the Contractor’s own expense. Should the Contractor refuse or fail to act in a timely manner to correct a hazardous condition, the Project Manager may direct City forces or another contractor to provide the necessary protective and warning devices as deemed appropriate by the Project Manager. The costs incurred by the City will be deducted from the Contractor’s next payment and further payments as needed. Any action or inaction on the part of the City in directing attention to the inadequacy of warning and protective measures or providing additional protective and warning devices shall not relieve the Contractor from responsibility for public safety or change the Contractor’s obligation to furnish and pay for these devices.”

5-7.9 Emergencies [additional to the Greenbook].

“Five (5) Calendar Days before the start of construction operations, the Contractor shall notify the Police and Fire Departments wherein the Project lies, giving the expected starting date, completion date and the name and telephone number of a responsible person who may be contacted at any hour in the event of a condition requiring immediate correction.

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

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

5-7.10 Public Notices [additional to the Greenbook].**5-7.10.1 Notification to Property Owners and Businesses [additional to the Greenbook].**

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

5-7.10.2 Residents’ Complaints [additional to the Greenbook].

It is critical that residents’ complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor, in turn, shall contact the resident, inform the Project Manager within twenty-four (24) hours of the action to be taken, or both, at the Project Manager’s discretion.

5-7.10.3 Project Identification Sign [additional to the Greenbook].

“The Contractor must furnish portable changeable message signs if required by the City’s Traffic Engineer. The Contractor shall program messages and place in location as directed, including periodic relocations as required. The Contractor must keep such signs clean and in good repair.”

5-7.11 Access [additional to Greenbook].

“All construction Work and traffic control shall be scheduled and constructed to provide for a

minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic until the Work called for in the Plans, Greenbook, General Provisions, Special Provisions and Task Orders and as directed by the Project Manager is complete.

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

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

5-7.12 Traffic [additional to the Greenbook].

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

5-7.12.1 Traffic Control Plan (TCP) [additional to the Greenbook].

"All Tasks shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan (TCP) for all phases of construction for review that shall conform to the Task Order, Greenbook, General Provisions, Special Provisions, the MUTCD, the latest edition of the SSS and the SSP and must be approved by the Project Manager before construction. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work on the Task before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense, and no additional Working Days will be granted.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of any Task. Traffic control shall address parking changes as well. Before the beginning of any Work, or if there are changes to the proposed TCP then after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During

any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the construction zone.

For construction in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into the Task's schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the schoolday start time and one (1) hour before or one (1) hour after schoolday end time. Contractor shall notify School District of any impacts.

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

5-7.12.2 *Street Closures, Detours, Barricades [additional to the Greenbook].*

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

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

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the MUTCD. Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection with this will be deducted from the Contractor's next payment or the retention.

Advance warning signs must be provided with orange warning flags in advance of temporary stop signs. Temporary stop signs are required any time a traffic signal is dark. Temporary stop signs shall be mounted at seven (7) feet height. The Contractor shall post standard "NO STOPPING – CONSTRUCTION ZONE" signs forty-eight (48) hours before construction, not more than fifty (50) feet apart within the Work area, showing the date and time of construction.

The Contractor shall provide advance construction notification signs at each end of each Task at least three (3) Calendar Days before the start of construction at each site. Notification signs shall include the construction start and completion dates."

5-8 *RECYCLING OF MATERIALS [additional to the Greenbook].*

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

5-9 *CONFIDENTIALITY [additional to the Greenbook].*

5-9.1 *Confidential Information [additional to the Greenbook].*

"For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including

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

5-9.2 Information Provided by Contractor *[additional to the Greenbook]*.

"All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City. The Contractor does not have the authority to, and shall not, allow anyone else to reproduce, transmit, disclose or use such Confidential Information; if such a request is submitted, Contractor shall direct the requestor to the City."

5-9.3 Exemptions *[additional to the Greenbook]*.

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

5-9.4 Enforcement *[additional to the Greenbook]*.

"Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 5-9.4 may result in irreparable injury to the City."

5-9.5 No Warranties by City *[additional to the Greenbook]*.

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

5-9.6 Survival *[additional to the Greenbook]*.

“All duties of the Contractor under this Section 5-9.6 shall survive expiration or termination of the Contract.”

5-10 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS [additional to Greenbook].

“The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed and approved by the City Inspector before the start of that Task.

Where the Contractor damages, wholly or partially removes, or reduces the reflectivity of existing traffic striping, pavement markings, and curb markings, such striping or markings shall also be considered as existing improvements, and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the state of the striping, pavement markings, and curb markings before Contractor began the Task(s) or to the nearby existing improvements, whichever is higher quality, and shall match this standard in finish and dimensions unless otherwise specified.

All costs to the Contractor for marking, protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.”

SECTION 6. PROSECUTION AND ACCEPTANCE OF THE WORK

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

The Greenbook uses the term “construction schedule” but the City prefers the term “baseline construction schedule” in this context; thus, where “construction schedule” appears in Greenbook Section 6-1 or any of its subsections, “baseline construction schedule” is substituted.

6-1.1 Baseline Construction Schedule.

The following shall be added to Greenbook Section 6-1.1:

“The first sentence of this Section shall be replaced by the following: “After the City issues a Task Order and before starting any Work on that Task, the Contractor shall submit its proposed baseline construction schedule for that Task to the City Engineer for approval unless the City Engineer waives this requirement.”

Contractor shall not proceed pursuant to a Task Order until the baseline construction schedule documents are submitted to the Project Manager for approval. “Approval” within this Section shall mean the Project Manager ensures the baseline construction schedule meets the start and end dates and meets format requirements; “approval” does not include the Project Manager’s assessment of whether the Work can be completed according to that baseline construction schedule. “

6-1.1.1 Pre-Construction Meeting [additional to Greenbook].

“At the Project Manager’s discretion, the Contractor and the Project Manager shall hold a pre-construction meeting before any Work on any Task commences. If so, the Contractor’s Project

Manager for that Task, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate shall attend that meeting.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the Project Manager for approval a minimum of two (2) Working Days before each Task's pre-construction meeting. Unless previously submitted to the Project Manager, the Contractor shall bring to the pre-construction meeting copies of each of the following for that Task:

- 1) The Baseline Construction Schedule.
- 2) Both the daytime and emergency phone numbers of the person or persons who will be designated as Contractor's general construction superintendent or on-site construction manager for all Tasks.
- 3) A procurement schedule of major equipment and materials and items requiring long lead time.
- 4) Shop drawing/ a sample submittal schedule.
- 5) A preliminary schedule of values for progress payment purposes, unless payment shall be made in one lump sum, which shall be stated.

The purpose of the pre-construction meeting is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. For each Task, the Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's proposed baseline construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the time in which the Task is being performed.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining sewage service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.
- 9) Field decisions and Change Orders.
- 10) Use of a Task site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Labor Requirements, including but not limited to prevailing wages.
- 14) Permits.
- 15) Any other item that the Project Manager states is relevant to the meeting."

6-1.1.2 *Progress Meetings [additional to Greenbook].*

"Progress meetings may be held during the course of each Task at intervals set by the Project Manager. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a "look ahead" schedule for each meeting that gives information up to the date of the next meeting. The Project Manager will preside at these meetings. As the Task progresses, if it is determined by mutual agreement of the attendees, that such meetings are not necessary, the progress meetings may be changed to a different interval or may be stopped entirely."

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2, which is not incorporated, shall be completely replaced as follows:

“The Contract time shall commence upon the date of issuance of the first Task Order. The Work shall start within the time period that the Project Manager states and be diligently prosecuted to completion by the deadline written in the Task Order.”

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2, which is not incorporated, shall be completely replaced as follows:

“If the Contractor has fallen behind any Task’s approved baseline construction schedule, as modified by such time extension as may have been granted by the City for unavoidable delays, by more than twenty percent (20%) of the total number of Working Days for each Task, the Contractor shall submit a recovery schedule to the Project Manager that exactly indicates measures of schedule recovery including, but not limited to, revised methods of procurement, revised sequencing of Work, and any additional measures such as increasing the number of personnel, shifts, overtime operations, Working Days, amount of construction equipment until such time as the Task is back on schedule. All costs required to bring the Task back on schedule shall be borne by the Contractor without additional cost to the City.

If the Contractor falls behind any Task’s approved baseline construction schedule, as modified by such time extension as may have been granted by the City for unavoidable delays, by more than thirty-five percent (35%) of the total number of Working Days for each Task—or if the Contractor is being paid a lump sum, by more than three (3) Working Days—the City can deem that the Contractor is in material breach of the Contract, in which case the Work shall be turned over to the Surety for completion.

Alternatively, if the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may issue an order of noncompliance in any form or manner. If the order is in writing, the Project Manager has the option of listing the steps required to remedy the situation and reasonable deadlines for each step. The Project Manager may also provide that if such steps are not taken within such listed deadlines, then an amount of listed in the Task Order as the liquidated damages for that particular Task may be assessed for each Calendar Day of delay as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess liquidated damages in accordance with Section 6-9 and these General Provisions. Execution of the Task Order shall constitute agreement by the City and the Contractor that the listed amount per Calendar Day is the minimum value of the costs and actual damage caused by the failure of the Contractor to prosecute the Task according to the construction schedule. Such sum is similar to liquidated damages, shall not be construed as a penalty, and may be deducted from payments due to the Contractor if such delay occurs.

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

6-3 TIME OF COMPLETION.

6-3.1 General.

Greenbook Section 6-3.1, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall complete each Task, and each portion thereof, within the time specified in that Task Order.”

6-3.2 Contract Time Accounting [see Greenbook].

6-4 DELAYS AND EXTENSIONS OF TIME.

6-4.1 General.

Greenbook Section 6-4.1, which is not incorporated, shall be completely replaced as follows:

“If delays are caused by unforeseen events beyond the control of the Contractor, and the Project Manager approves the unforeseen events, such delays may entitle the Contractor to an extension of the Task’s time as provided in the Task Order, but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in 6-4.3. In any case, no extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating the cessation of work, or other similar action of the elements. No time extension will be granted for delays which do not affect the critical path of the baseline construction schedule on any Task.

Unless otherwise agreed to in writing, an adjustment to the Task’s time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the rights of the parties, or either of them, to seek an adjustment to the Task’s time, then the parties forever relinquish and waive such rights and there shall be no further adjustments to the Task’s time.

6-4.2 Extensions of Time.

The following shall be added to Greenbook Section 6-4.2:

“In the event it is deemed appropriate by the City to extend the time for completion of the Work on any Task, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time without additional notice. The amount of time allowed by an extension shall be limited to the period of the delay giving rise to that extension as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Task’s time, the Contractor shall promptly proceed with the Work.”

6-4.3 Payment for Delays.

The following shall be added to Greenbook Section 6-4.3:

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

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

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Task by the period of the delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.”

6-4.4 Written Notice and Report.

Greenbook Section 6-4.4, which is not incorporated, shall be completely replaced as follows:

“If the Contractor desires payment for a delay or an extension of time, the Contractor shall submit to the Project Manager a written request and report of cause within three (3) Working Days after the beginning of the delay such a request and report are impossible to submit due to the nature of the delay. In such a case, Contractor shall submit the request and report as soon thereafter as possible.

Such request and report of cause shall specify the nature of the delay and the conditions that set the beginning time of delay. If the delay is due to an inability to obtain materials or equipment, the request and report of cause must include the following items as appropriate under the circumstances: the date Contractor was first notified of the delay; the date the delay began; the exact description of the material, equipment or other cause of the delay; documentation showing when and from whom the delaying item was ordered; documentation of promise to deliver the delaying item; documentation of actual delivery date of the delaying item; description of how late delivery caused delay, including references to the construction schedule; documentation of measures taken to get prompt delivery; documentation of attempts to get delivery from other sources; description of steps taken in the Work scheduling to minimize effects of late delivery; a description of steps taken to get the Task back on schedule after delivery; and a statement of the actual time lost as a result of late delivery. Failure by the Contractor to file all of these items within the time specified herein will be considered grounds for rejection by the City, regardless of the merit of the issues raised in that notice.”

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION.

6-6 SUSPENSION OF THE WORK.

6-6.1 General [see Greenbook].

6-6.2 Archeological and Paleontological Discoveries [see Greenbook].

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.

6-7.1 General [see Greenbook].

6-7.2 Notice to Cure [see Greenbook].

6-7.3 Notice of Termination for Default [see Greenbook].

6-7.4 Responsibilities of the Surety.

The first sentence of the second paragraph of this Section, which is not incorporated, is replaced in full with the following:

“Within ten (10) Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Agency a written plan detailing the course of action it intends to take to remedy the default.”

6-7.5 Payment [see Greenbook].

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

The following shall be added to Greenbook Section 6-8:

“In addition to the reasons for termination listed in Greenbook Section 6-8, which allow termination upon any written notice, the City may terminate the Contract for any other reason or for no reason upon thirty (30) Calendar Days’ written notice, and the City may terminate any Task for any reason or for no reason upon seven (7) Calendar Day’s written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor’s required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract or in the terminated Task.

Furthermore, some of the City’s projects are funded in whole or in part by funds other than the City’s General Fund. If this Project or any Task is funded by such external funds in whole or in part, those external funds are terminated or reduced at any time and for any reason or for no reason at all, and the City determines at its discretion that no other funding is available for continuation of this Project or any Task, the City will not be obligated to continue funding for the services contained in these Contract Documents and may terminate the Project or any Task immediately. The City shall reimburse the Contractor for any Work satisfactorily completed until the termination date. In no event shall the total amount of money to the Contractor exceed the amount which the City has received in funding from its external source. The Special Provisions may include further details in this regard.”

6-9 LIQUIDATED DAMAGES.

Greenbook Section 6-9, which is not incorporated, shall be completely replaced with the following:

“Contractor must complete all Work for a Task by the date listed in that Task Order. Failure of the Contractor to complete each Task within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive Calendar Day in excess of the time specified for completion of the Task, as adjusted in accordance with 6-4, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of that is listed in that Task Order, which in any case shall not exceed \$250.

Issuance of the Task Order shall constitute agreement by the Agency, and the commencement of Work on that Task shall constitute agreement by the Contractor, that the amount per Calendar

Day listed in that Task Order is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work of that Task within the allotted time. Such sum is liquidated damages, shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.”

6-10 CEASING ISSUANCE OF TASK ORDERS *[additional to Greenbook]*.

“At any time, the Agency may stop issuing Task Orders for new Tasks, which shall not constitute a termination of the Contract. The Agency does not guarantee any amount of Work under this Contract, any particular type of Work within the scope of services in the Contract Documents, or any frequency of Task Orders. “

SECTION 7 MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

7-1.1 General *[see Greenbook]*.

7-1.2 Methods of Measurement.

The following shall be added to Greenbook Section 7-1.2:

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

7-1.3 Certified Weights *[see Greenbook]*.

7-2 LUMP SUM WORK *[see Greenbook]*.

7-3 PAYMENT.

7-3.1 General *[see Greenbook]*.

7-3.2 Partial and Final Payment *[see Greenbook]*.

7-3.2.1 Monthly Closure Date and Invoice Date *[additional to Greenbook]*.

“In accordance with Greenbook Section 7-3.2, the monthly closure date shall be the last Working Day of each month. The Contractor will measure WIP performed during the month and will submit a Quantify WIP, with the Project Inspector for payment backup on all Tasks over thirty (30) Calendar Days. The Contractor shall also submit its statement of completed Work with the Project Inspector on any lump sum payments completed that month. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.”

7-3.2.2 Payments *[additional to the Greenbook]*.

“The City shall make payments within thirty (30) Calendar Days after receipt of the Contractor’s undisputed and properly submitted payment request, including an updated construction schedule for each pending Task pursuant to Section 6-1.1 of both the Greenbook and the General

Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Calendar Days after receipt, and shall explain in writing the reasons why the payment request is not proper.”

7-3.2.3 *Retention [see Greenbook].*

7-3.2.4 *Final Invoice and Payment [additional to the Greenbook].*

“Whenever the Contractor completes all Tasks, the City accepts all Tasks, and the Contract Term ends, whichever occurs last, the Project Manager shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the Project Manager a written statement of the final quantities of items for inclusion in the final invoice. Upon receipt of such an invoice, the Project Manager shall check the quantities included therein and shall authorize a payment amount, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents (“Final Payment Amount”). In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.”

7-3.2.5 *Substitute Security [see Greenbook].*

7-3.2.5.1 *Substitution of Securities for Performance Retention [see Greenbook].*

7-3.2.5.2 *Deposit of Retention Proceeds with an Escrow Agent [see Greenbook].*

7-3.2.5.3 *Subcontractor Entitlement to Interest [see Greenbook].*

7-3.2.5.4 *Securities Eligible for Investment [see Greenbook].*

7-3.2.5.5 *Escrow Agreement for Security Deposits in Lieu of Retention [see Greenbook].*

7-3.2.5.6 *Inconsistencies with Prevailing Statutory Requirements [additional to the Greenbook].*

“If there is any inconsistency between or differences in Public Contract Code Section 22300 or any future amendments thereto and the terms of this provision, Section 22300 shall control.”

7-3.5 *Contract Unit Prices.*

7-3.5.1 *General [see Greenbook].*

7-3.5.2 *Increases of More Than 25 Percent [see Greenbook].*

7-3.5.3 *Decreases of More Than 25 Percent [see Greenbook].*

7-3.6 *Stipulated Unit Prices [see Greenbook].*

7-3.7 *Agreed Prices [see Greenbook].*

7-3.8 Eliminated Items.

Greenbook Section 7-3.8, which is not incorporated, shall be completely replaced with the following:

“Should any item on a Task Order be eliminated in its entirety, and Contractor already ordered materials conforming to the Plans, Specifications, and relevant Task Order in the eliminated item before the date of notification of elimination by the Engineer, Contractor shall attempt to cancel the order or return the materials for a full refund; if Contractor is able to return any of the materials, the City shall pay the Contractor for the supplier’s actual cost for returning the material. If canceling the order and returning the materials cannot be done due to reasons outside of Contractor’s control, Contractor shall notify Project Manager of the precise unused materials, including the amounts of such materials, that Contractor already obtained and what efforts Contractor took to return the materials. Project Manager shall have the option of deciding what happens with the materials, including but not limited to: paying Contractor for the actual cost of the materials, thereby obtaining the materials as property of the City, and requiring Contractor to transport the materials to the City for its use, paying the Contractor for its actual handling cost; or disposing of the materials, paying the Contractor for its actual handling cost.”

7-6 AUDIT [additional to the Greenbook].

“The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-6 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project or specific Task includes other auditing requirements, those additional requirements will be listed in the Special Provisions or Task Order, respectively.”

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

Greenbook Part 1, Section 8 is incorporated herein by this reference, except as modified herein. No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Task site at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

8-1 GENERAL [see Greenbook].**8-2 FIELD OFFICE FACILITIES [see Greenbook].****8-2.1 Class “A” Field Office [see Greenbook].****8-2.2 Class “B” Field Office [see Greenbook].****8-2.3 Class “C” Field Office [see Greenbook].**

8-3 FIELD LABORATORIES [see Greenbook].**8-3.1 Offsite at Manufacturing Plant [see Greenbook].****8-3.2 At the Work Site [see Greenbook].****8-4 BATHHOUSE FACILITIES [see Greenbook].****8-5 REMOVAL OF FACILITIES [see Greenbook].****8-6 BASIS OF PAYMENT [see Greenbook].****SECTION 9. UTILITIES [this Section 9 includes information additional to Greenbook Section 402].****9-1 LOCATION [additional to Greenbook Section 402.1].**

The following shall be added to Greenbook Section 402-1:

“The location and existence of all underground Utilities and substructures have not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor’s sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which includes contacting Underground Service Alert (“USA”) and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. To obtain a USA Identification Number, call USA a minimum of two (2) Working Days before scheduled excavation. (For best response, provide as much notice as possible up to ten (10) Working Days.) Upon request from the Project Manager anytime up to five (5) years after Project acceptance, the Contractor must submit a written notice of every USA Identification Number issued during the course of and related to the Project. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.”

9-1.1 General [see Greenbook Section 402-1.1].**9-1.2 Payment [see Greenbook Section 402-1.2].****9-1.3 Entry by Utility Owners [additional to the Greenbook Section 402].**

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

9-2 PROTECTION [additional to Greenbook Section 402-2].

The following shall be added to Greenbook Section 402-2:

“If Contractor damages or breaks the Utilities, it will be the Contractor’s responsibility to repair the Utility at no cost to the Utility or to the City.”

9-3 REMOVAL.

Greenbook Section 402-3 shall be completely replaced as follows:

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

9-4 RELOCATION [additional to Greenbook Section 402-4].

The following shall be added to Greenbook Section 402-4:

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

9-5 DELAYS DUE TO UTILITY CONFLICTS [see Greenbook Section 402-5].

9-6 COOPERATION [additional to Greenbook Section 402-6].

The following shall be added to Greenbook Section 402-6:

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

9-7 NOTIFICATION [additional to Greenbook Section 402].

“The Contractor shall notify the Public Works Director or his or her designee and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction.”

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

10-1 LICENSES [additional to the Greenbook].

“The Contractor shall possess a valid Class B or C-36 Contractor’s license issued by California

State Contractors License Board. The Contractor will also be required to possess a City of Oxnard business license at the time of performance and payments bonds and insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

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

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

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

For every Subcontractor who will perform Work on the Project as a whole or on any Task, the Contractor shall be responsible for such Subcontractor's compliance with this Section 10-2. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section 10-2 and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply."

10-3 COMMENCEMENT OF WORK [additional to the Greenbook].

"After award of this Contract, signing the Contract Documents and submission of insurance, Payment and Performance Bonds, and a copy of the City's business license, the City may issue the Contractor Task Orders. The City will not authorize any Work to be done under these Contract Documents before all of the above have been fully executed. Any Work that is done by the Contractor in advance of the Task Orders shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection. "

10-4 CONTRACTOR'S RESPONSIBILITY FOR WORK [additional to the Greenbook].

"Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly

store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

"Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves."

10-5 DAMAGE TO PUBLIC PROPERTY [additional to the Greenbook].

"Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost."

10-6 REMOVAL OF INTERFERING OBSTRUCTIONS [additional to the Greenbook].

"The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation. The cost of any such removals shall be included in the Contract Unit Price for the Work Contractor was doing when it met such debris, abandoned structures, tree roots and other obstructions. "

10-7 SOILS ENGINEERING AND TESTING [additional to the Greenbook].

"The City may retain a certified materials testing firm to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests. "

If the City requires other tests or more specific requirements for testing regarding this Project or a specific Task, those details will be included in the Special Provisions or that Task Order. "

10-8 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

"Unless otherwise stated in the Special Provisions or any Task Order, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of any Task, and the Contractor shall obtain the required easement or license for any portion of any Task. "

10-9 WORKING DAYS AND HOURS [additional to the Greenbook].

“Except as otherwise specified in the Special Provisions or a City-issued permit, no Work shall be performed by the Contractor: on Saturdays and Sundays; on major highways between the hours of 7:00 p.m. and 7:00 a.m. of the following Calendar Day; on a street before 8:30 a.m. or after 3:30 p.m.; and at any other Task site before 7:00 a.m. or after 6:00 p.m. Additionally, no Work will be allowed on scheduled holidays observed by the City.

Whenever the Project Manager gives written permission or direction to the Contractor to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours’ notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor. “

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

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

All claims arising out of or related to the Contract Documents, any Task Order, this Project, or a specific Task and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims and to Public Contract Code Section 20104 *et seq.* (“Article 1.5”) regarding the resolution of public works claims of three hundred seventy-five thousand dollars (\$375,000) or less. This Contract hereby incorporates those provisions as through fully set forth herein.

Additionally, if any Task is for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind, Public Contract Code Section 9204 shall apply to all claims related to that Task, which are separate Contractor demands sent by registered or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City; the City’s payment of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the Contract or any Task Order and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; and payment of an amount that is disputed by the City. The Contractor must furnish reasonable documentation to support the claim. The City must respond within forty-five (45) days, and if the Contractor disputes the City’s response, or if the City fails to respond within the time prescribed in Public Contract Code Section 9204, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute; that demand must be in writing sent by registered mail or certified mail, return receipt requested. After that conference, any remaining disputed portion of the claim, as identified by the Contractor in writing, must be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. Unless otherwise agreed to by the City and the Contractor in writing, this mediation shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced. If a Subcontractor lacks legal standing to assert a claim against the City because privity of contract does not exist, the Contractor may present to the City a claim on behalf of that Subcontractor in accordance with Public Contract Code Section 9204. “

10-11 THIRD PARTY CLAIMS [additional to the Greenbook].

“The City shall have full authority to compromise or otherwise settle any claim relating to the Project, any particular Task(s) or both at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project, any particular Task(s) or both. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

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

10-12 COMPLIANCE WITH ALL LAWS [additional to the Greenbook].

“The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents or any Task Orders. “

10-13 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

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

10-14 CONFLICTS OF INTEREST [additional to the Greenbook].

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

10-15 APPLICABLE LAW [additional to the Greenbook].

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

10-16 TIME [additional to the Greenbook].

“Time is of the essence in these Contract Documents. “

10-17 INDEPENDENT CONTRACTOR [additional to the Greenbook].

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

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

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

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

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

10-18 CONSTRUCTION [additional to the Greenbook].

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

10-19 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

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

10-20 WAIVER [additional to the Greenbook].

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

10-21 CUMULATIVE REMEDIES [additional to the Greenbook].

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

10-22 TERM [additional to the Greenbook].

“The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Tasks, the City has accepted all Tasks, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.”

10-23 NOTICE [additional to the Greenbook].

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

10-24 SEVERABILITY [additional to the Greenbook].

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

**EXHIBIT A
RATES AND COSTS**

Rates below shall include full compensation to furnish all necessary labor, equipment and other incidental and appurtenant Work as more fully described in the Exhibit B Special Provisions and as directed by the Project Manager.

ITEM NO.	DESCRIPTION	UNIT	TOTAL
1.	Scheduled Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm	\$ /HR 165.30
2.	Non-Scheduled Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm, *work begins within 1 hour	\$ /HR 165.30
3.	Non-Scheduled Urgent Repair Work	Hourly Rate Monday-Friday 5:01pm - 7:59am, *work begins within 1 hour	\$ /HR 187.50 ⁰⁰
4.	Non-Scheduled Urgent Repair Work	Hourly Rate Saturday, Sunday and Holidays *work begins within 1 hour	\$ /HR 228.75
BID PRICE TOTAL			\$ 746.85

**EXHIBIT B
SPECIAL PROVISIONS
ON-CALL PLUMBING MAINTENANCE AND MINOR REPAIR SERVICES
SPECIFICATION NO. PW 23-105**

1000-1 SCOPE OF WORK

On-call plumbing services may include, but are not limited to full-service on-call plumbing maintenance and related minor repair services that are routine and recurring, to citywide Public Works' Facilities and Divisions. Building and service facility needs may include, but not limited to, Environmental Resources, Water, Wastewater, Stormwater, Parks, Fleet, Transportation, Engineering, and other City owned buildings and facilities throughout the City. Locations are shown on the attached Appendix A and the City may add additional locations as needed.

Full-service plumbing maintenance and related minor repair services will require Contractor to furnish all labor, materials, tools, equipment, supplies, services, tasks, incidental and customary Work necessary to competently perform on-call plumbing maintenance and related minor repair work at various City Facilities. Markup on parts and materials may not exceed 15% of contractor's cost.

Plumbing Maintenance and Related Minor Repair Services (Scope of Work) may include, but are not limited to, the following:

1. Furnishing all labor, materials, tools, equipment, supplies, services, tasks, incidental and customary Work necessary to competently perform on-call plumbing maintenance and related minor repair work at various City Facilities. Markup on parts and materials may not exceed 15% of contractor's cost.
2. Work areas may include, but are not limited to underground, inside/outside of City buildings, under slab, roof areas, City facilities operating around the clock, shop areas, etc.
3. Perform site visit with City Staff to inspect and identify course of action to complete plumbing service request; provide cost estimate that includes performance schedule establishing start and anticipated completion times to complete plumbing maintenance and related minor repairs. Cost estimate shall be provided within three (3) Working Days once Scope of Work for repair has been mutually agreed; unless additional time is needed and mutually agreed.
4. Minor repair work includes plumbing work relating to air, gas, water, and sewer lines of various sizes and material types.
5. Testing plumbing service and plumbing systems and components. Systems include, but are not limited to domestic water, heating, cooling, hot water systems, conditioned water systems, sanitary sewer, natural gas, and storm systems as well as toilets, urinals, and sinks.
6. Minor Repair work for component and fixture repairs include, but are not limited to water heaters, hot water tanks, fixture valves, main/gate valves, fittings, circulating pumps, sinks, toilets, faucets, and related items.
7. Maintenance work shall include plumbing work relating to waste lines, sewer mains,

including but not limited to clearing waste/sewer line blockages; hydro-jetting sewer lines ranging between 1 ½ to 6-inches in diameter; and camera inspection/sewer line assessment; and any other routine and recurring plumbing work needed to maintain the waste and sewer lines.

8. Work includes general and commercial plumbing work consisting of but not limited to caulking, cutting, threading, bending, soldering, assembly of component parts/plumbing lines and material types relating to water, sanitary, drainage, heating, gas & other plumbing materials.
9. Work may include site prep work to address premise impacts associated with minor repairs, such as but not be limited to public safety measures, dust control, flood protections, etc due to cement saw cutting & removal; drywall removal; flooring/sub-flooring removal; etc. to access areas for maintenance and minor repair work. Measures may include, but not be limited to installation of plastic sheeting for dust control; installation of floor protection paper 'Ram Board'; etc. to protect work areas.
10. All work shall be performed to the City's adopted 2023 California Plumbing Code standards and Occupational Safety and Health Act (OSHA) standard to protect public health and safety; property, and the environment.

Worksite Security Procedures and Conduct while Working at City Facilities.

1. Contractor and subcontractors shall wear neat-appearing uniforms (shorts not permitted) and footwear of a style that complies with all legal and safety requirements, including the requirements of Occupational Safety and Health Act. Contractor and subcontractors must wear identification showing from whom they are employed. Contractor to wear appropriate Personal Protective Equipment (PPE) and shall be worn at all times while performing services.
2. Contractor shall comply with instructions pertaining to conduct and building regulations as directed by the City.
3. Proper behavior and language by Contractor and sub-contractors on City property is strictly required. Contractor shall be prohibited from disturbing items in City facilities, and from smoking in any City facility.
4. Tools, materials, equipment, and supplies used in the performance of these services shall be in a good state of repair, safe to use, and be used in the manner in which they were intended. All tools, materials, supplies and equipment must be picked up by the Contractor at the end of each work day, and leave the Work space in which they were working clean, safe and free of debris.
5. Contractor shall be required to successfully complete a City of Oxnard security clearance, prior to the award of this contract. When working in the Public Safety Building and any other areas of a sensitive nature as designated by the City, the Contractor must have qualified employee's security cleared and have on call, at least one security cleared employee for afterhours callouts. Any employee denied security clearance shall be restricted from entering the designated locations, and the Contractor shall provide an employee who has obtained security clearance. Any cost for obtaining security clearance will be the responsibility of the Contractor.
6. Contractor to abide by all posted speed limits will driving on City property.
7. Vendor vehicles shall be in good condition. All Vendor vehicles shall conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely

transport and deliver materials, equipment, and all incidentals to and from the location specified.

1000-2 RESPONSE TIME.

Contractor shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these requests shall be included in the Bid sheets.

Response time by the Contractor shall be as stated below:

1. Non-Scheduled Urgent Repair Work: (Bid Items 2, 3,& 4)

Contractor must verbally respond within thirty (30) minutes of telephone or email notification by the City. Contractor must be on the site within one (1) hour of the notification and begin Work immediately. Urgent minor repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

For urgent minor repairs needing time sensitive attention and authorized to start work ahead of a Task Order/Purchased Order, the Contractor shall submit to the Project Manager an invoice or cost estimate within 48 hours from the time the work was authorized. The cost estimate shall list the Scope of Work, materials, labor times, schedules and related items for urgent minor repairs completed and/or underway.

When the extent of urgency is no longer necessary because the threat of public health and safety and/or property is no longer present, the Contractor shall coordinate with Project Manager to schedule minor repair and maintenance Work. Scope of Work to complete the minor repairs may require a separate cost estimate for non-scheduled urgent minor repairs.

For maintenance and minor repair work that requires a permit, the Contractor shall file a building permit application with supporting documents to the Building and Engineering Division and obtain a permit. The City will either pay for permit fees in advance or reimburse the Contractor for permit costs. The City shall not pay mark-up costs, administrative charges, or any other charge beyond the permit costs. NOTE: Major non-routine or recurring repairs, which may or may not require preparation of designs, drawings or plans for a permit are not allowed under this Agreement. This Agreement is limited to maintenance and minor repair work of a routine and recurring nature. All other plumbing work must be bid separately by the City.

2. Scheduled Repair and Maintenance Work: (Bid Item 1)

Contractor must verbally respond within 24 hours of telephone or email notification by the City. The scope of Work and schedule shall be mutually agreed to between City staff and contractor before Work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

Upon issuance of the task order for routine maintenance work and minor repairs, the

Contractor is expected to commence the work within three (3) Working Days.

For maintenance and minor repair work that requires a permit, the Contractor shall file a building permit application with supporting documents to the Building and Engineering Division and obtain a permit. The City will either pay for permit fees in advance or reimburse the Contractor for permit costs. The City shall not pay mark-up costs, administrative charges, or any other charge beyond the permit costs. NOTE: Major non-routine or recurring repairs which may or may not require preparation of designs, drawings or plans for a permit are not allowed under this Agreement. This Agreement is limited to maintenance and minor repair work of a routine and recurring nature. All other plumbing work must be bid separately by the City.

1000-3 PAYMENT

All Work shall be pre-approved by a Task Order issued by the Project Manager prior to starting Work. The Task Order will include all materials, labor, and taxes. A separate invoice is required for each Task Order issued pursuant to the Contract. Contractor is required to itemize the number of hours it will take for completion of a Task Order. Material and equipment rentals will be reimbursed at cost (Contractor must include receipt of purchase with the invoice submitted to the City) plus 15% for material handling and Contractor will be required to itemize the supplies cost within the Task Order. When requested, Contractor shall provide copies of receipts.

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent en route or traveling to acquire parts or supplies unless approved by the Project Manager and included in the Task Order.

To assist with payment processing and avoid payment delays, ALL invoices submitted for payment shall include reference information noted in Task Order. Including but not limited to:

- Invoice Number (Partial or Final Invoice)
- Project Name & Address
- Estimate # & Date
- Task Order # | Amount \$ 000.00
- Project Manager
- Scope of Work Description

Appendix A

City of Oxnard -Facility Location List

Adair and Clark Softball Fields -	7th & Hobson Way
Advance Water Purification Facility -	5700 Perkins Road
Annex I (FIB) -	300 West Third Street
Beck Park Restroom Building -	600 West Kamala Street
Campus Park/ Gym -	937 West Fifth Street
Carnegie Art Museum -	424 South C Street
Civic Center- East and West Wings-	305 West Third Street
Community Center West Buildings -	801 Hobson Way
Corporate Yard -	1060 Pacific Avenue
Del Norte Regional Recycling Center and Transfer Station -	111 South Del Norte Blvd
Downtown Parking Structure -	324 South B Street
Fire Administration -	360 West Second Street
Oxnard Public Library -	251 South A Street
Oxnard Tennis Center -	801 Hobson Way
Police Annex -	3001 Sturgis Road
Public Safety Building -	251 South C Street
Service Center -	214 South C Street
South Oxnard Center -	200 East Bard Road
South Oxnard Library -	4300 Saviers Road
Southwinds Recreation Center -	300 West Clara Street
Wastewater Treatment Plant -	6001 Perkins Road
Water Yard Campus -	251 South Hayes Avenue
Wilson Senior Center -	350 South C Street

Durley Park Buildings:

Arts and Crafts Building (excluding snack bar)	950 West Hill St
Day Care Building -	910 West Hill St
Meeting Room Building -	832 West Hill St
Youth Center Building -	850 West Hill St

Colonia Area Buildings:

Colonia Boxing Gym -	520 East First Street
Colonia Gymnasium Building -	195 North Marquita Street
Colonia Pool Building -	195 North Marquita Street
Colonia Youth Center Building -	195 North Marquita Street

Del Sol Park Stadium:

Recreation Building (excluding snack bar, public restrooms and parks storage rooms)	1500 Camino Del Sol Street
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CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6

DATE: April 16, 2024

TO: City Council

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

SUBJECT: Agreement No. 32400468 with Raftelis Financial Consulting Professional Services for an Annual Water Rate and Pass Through Analysis and Financial Plan Review.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement No. 32400468, subject to approval of the final form of the agreement by the City Attorney, with Raftelis Financial Consulting (Raftelis) for a not to exceed amount of \$49,730 through December 31, 2027, for professional services required for an Annual Water Rate and Pass Through Analysis and Financial Plan Review.

(This item did not originate in Committee as it is a continuation of Ordinance 3028 approved by the City Council on May 16, 2023.)

BACKGROUND

During the current fiscal year, the City has held three Professional Services Agreements for consulting services with Raftelis. The three agreements are as followed:

- The first Agreement (8562-19-PW) was issued on May 8, 2019, for Water Rate Study Consulting Services for a not-to-exceed amount of \$160,442. A First Amendment was executed, which extended this contract to June 30, 2022. A Second Amendment extended this contract until its expiration date of December 31, 2023.
- The second Agreement (9713-22-PW) was issued on August 1, 2022, for \$60,000 to complete a comprehensive asset valuation of the waterway assets for Lift Station H, Lift Station 27, Channel Islands Boulevard Force Main and Victoria Gravity Sewer. This agreement expired on July 31, 2023.
- The third Agreement (32300020) was issued on December 20, 2022, for \$275,000, which is expiring on July 31, 2025. This agreement includes a rate study for the Wastewater and Environmental Resources Divisions.

Since Raftelis has had two existing Agreements and currently has an Agreement for the Wastewater and Environmental Resources Divisions, City Council approval is required for the new Agreement with the Water Division because this agreement exceeds the annual authorization and annual value stated in the City's purchasing policy, which requires City Council approval for any contractual transaction with a single vendor in excess of \$200,000.00 per year.

DISCUSSION

The rising cost of imported water, tightening local groundwater supplies, increasing regulations, and expanded options for Oxnard's water system were factors driving the need for a comprehensive financial review and plan to sustain the water utility into the future. Raftelis specializes in water rate analysis and completed the currently adopted 5-year water rate study, which had an effective date of July 1, 2023.

Ordinance No 3028 allows for a pass-through of costs to Oxnard's water rate payers pursuant to Government Code

section 53756. The pass-through is a rate adjustment based upon future changes to the wholesale charges from water sold to the City of Oxnard by Calleguas Municipal Water District and United Water Conservation District. Changes to wholesale charges can result from inflation, additional cost of service, or pass-through charges the wholesaler is subject to as is the case of Calleguas Municipal Water District and the water it purchases from Metropolitan Water District. To do the pass-through calculation accurately, the assistant of the water rate model prepare, Raftelis, is needed.

The consultant's product will include an annual summary, actual revenue & expenditures for completed fiscal years, and calculation of customer bill impacts of the proposed wholesale water rate pass-throughs.

Staff proceeded with a Negotiated Single Source (NSS) Agreement since Raftelis developed the current water rate model and has the technical and institutional knowledge necessary to make the appropriate calculations using the water rate model they prepared.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total amount of Agreement 32400468 with Raftelis Financial Consultants, Inc. shall not exceed \$49,730 over the term of 3 years. The estimated spending for FY 2023-24 is \$11,210 and will be funded from the Council-approved budget appropriations from the Water Division Fund (6013600-53200).

COMMITTEE OUTCOME

This item did not originate in Committee as it is a continuation of Ordinance 3028 approved by the City Council on May 16, 2023.

Prepared by: Timothy Beaman, Supervising Civil Engineer

ATTACHMENTS

1. 32400468 Raftelis

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND RAFTELIS FINANCIAL CONSULTANTS, INC.**

By This CONSULTANT/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the Services of Raftelis Financial Consultants, Inc. ("Consultant"), and CONSULTANT 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 CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES

Negotiated Sole Source Agreement for three-year calculation of the wholesale water pass-through rate which recovers increases from wholesale water providers

3. 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

Raftelis Financial Consultants, Inc. ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at 455 S. Figueroa, St. #2270, Los Angeles, CA 90071

4. TERM OF AGREEMENT: From (Date): 04/01/2024 To (Date): 12/31/2027

4.1 Time is of the essence in this Agreement.

4.2 This Agreement does not have any options to extend.

4.3 [Intentionally Omitted]

4.4 All Services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$49,730.

6. 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: CITY Insurance Exhibit INS-B
Exhibit D: Living Wage Policy

7. 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, CONSULTANT's Services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:	CONSULTANT Designated Representative:
Name: Omar Castro	Name: Steve Gagnon
Title: Water Division Manager	Title: Project Manager
Phone: 805-385-8139	Phone: 213-262-9308
Email: omar.castro@oxnard.org	Email: sgagnon@raftelis.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):

8. CONTRACTUAL PREREQUISITES.

8.1 This Agreement must first be executed by the CONSULTANT, 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.

8.2 CONSULTANT is advised that any recommendation for Agreement award is not binding on CITY until the Agreement is fully executed and approved by CITY.

8.3 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.

8.4 All proof of a CITY tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

8.5 CONSULTANT 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.

9. CONSULTANT'S SERVICES.

9.1 CONSULTANT 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 13 of this Agreement.

9.2 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. CONSULTANT 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.

10. COMPENSATION.

CITY shall pay CONSULTANT 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 CONSULTANT an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the CITY Council.

11. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONSULTANT 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.

11.1 Payment Request. CONSULTANT shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: invoices@oxnard.org.

11.2 Non-Appropriation of Funds. Payments to be made to CONSULTANT by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for

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

11.3 CONSULTANT's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by CONSULTANT and its employees, agents and subcontracted CONSULTANTS.

11.4 CONSULTANT shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by CONSULTANT or materials or products provided to CITY by CONSULTANT, CONSULTANT shall pay the sales tax. CITY shall not reimburse CONSULTANT for sales taxes paid by CONSULTANT.

12. 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 4.2 and 4.3 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 sections 4.2, then this Agreement shall not be extended.**

13. 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 CITY Code, Sections 4-59 and 4-60.

14. 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 22 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 CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR.

CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its employees or agents shall have control over the conduct of CONSULTANT or any of its employees, except as stated in this Agreement. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting CONSULTANT. This Agreement shall not be interpreted to prevent or preclude CONSULTANT from rendering any Services for CONSULTANT's own account or to any other person or entity as CONSULTANT in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all Services done on behalf of the CITY.

CONSULTANT and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of CITY in any capacity, to incur any debt, obligation or liability on behalf of CITY, bind CITY in any manner, or otherwise act on behalf of CITY as an agent. CONSULTANT and its employees are not employees of CITY. CONSULTANT and its employees are not entitled to receive from CITY any of the benefits or rights afforded employees of CITY, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. CONSULTANT shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, s subconsultants, or employees of CITY.

17. LAWFUL PERFORMANCE.

CONSULTANT shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. CONSULTANT, 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.

18. SAFETY REQUIREMENTS.

CONSULTANT shall not perform any Services for the CITY when the CONSULTANT 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 CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY.

19.1 CONSULTANT agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same locality and as of the time the Services are provided. Such Services shall also be performed in a manner which is reasonably satisfactory to CITY PROJECT MANAGER, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care. In performing the Services, CONSULTANT may rely on all data and information provided by or on behalf of CITY

19.2 In accordance with the standard of care set forth in the first sentence of Section 19.1, the CONSULTANT agrees that it:

- (1) Has thoroughly reviewed and considered the Services and work to be performed;
- (2) Has reviewed the issues regarding the Scope of Services to be provided;
- (3) Has carefully considered how the Services and related work should be performed; and
- (4) Fully understands the facilities, difficulties and restrictions associated with performance of the Services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'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 CONSULTANT 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.

20.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. 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 inspect all program data, documents, proceedings, and activities.

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

20.3. Ownership – Generally. Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by CONSULTANT of any of its intellectual property, know-how or trade secrets. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT; provided, that any such modifications, alterations or use other than as intended shall be at the sole risk of CITY.

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

20.5. 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. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

20.6. Disclosure of Information. CONSULTANT 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 CONSULTANT by the CITY or other information to which the CONSULTANT 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, unless disclosure is compelled by legal process.

20.7. 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 CONSULTANT in reliance on any Confidential Information disclosed under this Agreement.

21. 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. Notice shall be given in the manner set forth in section 22.

22. NOTICE.

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 7. 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.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 Except as set forth in Subsection 23.3 of this Section 23, CONSULTANT shall indemnify, and hold harmless the CITY, its officers, employees and representatives, (but not including the CITY's construction contractors or other CONSULTANTS) (the "CITY Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the CITY (collectively "Claims") to the extent caused by CONSULTANT'S negligence or willful misconduct in the performance of the Services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the CITY Indemnitees.

23.2 In no event shall CONSULTANT have any obligation to indemnify CITY or any other CITY Indemnatee against liability for claims by a third party for failure

to comply with its obligations under Article XIII D of the California Constitution (Proposition 218).

23.3 The provisions of this Subsection 23.3 apply only in the event that CONSULTANT is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such Services in accordance with the applicable provisions of the California Business and Professions Code.

23.3.1 Notwithstanding the provisions of Subsection 23.1 and 2 above, to the extent that the Services to be provided under this Agreement are those of a Design Professional, CONSULTANT's duty to indemnify and hold harmless the CITY Indemnitees shall be limited to the extent of the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, agents, employees or subconsultants in the performance of the Services described in this Agreement.

23.3.2 Nothing in this Subsection shall be construed to require CONSULTANT to provide indemnification for Claims caused by the active negligence or willful misconduct of the CITY Indemnitees, or any other party for whom CONSULTANT is not legally liable.

23.4 The CITY does not and shall not waive any rights that it may have against CONSULTANT under this Section, because of the acceptance by the CITY, or the deposit with the CITY, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of Section 23, inclusive shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

23.5 The obligation to indemnify, as set forth in this Section 23, is binding on the successors, assigns, or heirs of CONSULTANT and shall survive the expiration or any early termination of this Agreement.

23.6 CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of CONSULTANT's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of its failure to promptly pay

to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

CONSULTANT 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 CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT 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 CONSULTANT is a material element of this Agreement. CONSULTANT'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, CONSULTANT understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard CITY Council Living Wage Policy, attached as "Exhibit E" to this Agreement, CONSULTANT 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 CONSULTANT.

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. For further information regarding Prevailing Wage Requirements please refer to Exhibit "F" attached to this Agreement.

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 CONSULTANT.

27. [RESERVED]

28. CONFLICT OF INTEREST.

CONSULTANT 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 CONSULTANT's Services under this Agreement. CONSULTANT further covenants that in the performance of Services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT 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 CONSULTANT may result in termination of this Agreement by the CITY.

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any Services under this Agreement, CONSULTANT shall obtain prior written consent from the CITY before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work attached to this Agreement as "Exhibit A". CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

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 CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT 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. ASSIGNMENT.

This Agreement is for the professional Services of CONSULTANT. Any attempt by CONSULTANT 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. CONSULTANT's Services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

33. CARE OF WORK

Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the CITY, CONSULTANT shall immediately inform the CITY of such fact and shall not provide any Services, except at CONSULTANT'S risk, until written instructions are received from the Project Manager.

34. REPORTS

Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", CONSULTANT shall prepare and submit reports to the CITY concerning CONSULTANT's performance of the Services required by this Agreement.

35. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by CONSULTANT in preparing its billings to CITY as a

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

36. ADVERTISING AND PUBLICITY

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

37. NONDISCRIMINATORY EMPLOYMENT.

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

38. COVENANTS AND CONDITIONS.

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

39. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT 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 CONSULTANT'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.

40. FORCE MAJEURE.

Neither the CONSULTANT 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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 or electronic 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.

47. 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.

48. CAPTIONS AND HEADINGS.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY'S Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

**RAFTELIS FINANCIAL
CONSULTANTS, INC.**

☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Manager²

Peiffer Brandt, CEO Date

Christine McIntyre,
Corporate Secretary³ Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

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

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

³ 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

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and RAFTELIS FINANCIAL CONSULTANTS, INC)

SCOPE OF SERVICES

Omar Castro / 805-385-8139 / Omar.Castro@Oxnard.org

Project Management

Consultant shall address the management and administrative responsibilities associated with project initiation, schedule, budget control, monthly invoicing and progress report preparation, internal team coordination, and coordination with the City.

Assistance with Pass-Through Rate Calculation

Provide assistance to City Staff regarding the preparation of the “pass through adjustment” fee, including but not limited to preparing the pass through fee, preparing the data required to make the pass through calculation, prepare the appropriate fee or rate increase or decrease arising out of the price increase or decrease for wholesale water purchases by the City wholesale water providers, allowing the City to pass through those increased costs.

Financial Plan Review

Conduct a yearly review of the water division and water rate financial plan for potable and recycled water.

Model Update

Provide an updated financial model to reflect updates within the Water Enterprise Fund. Remove funds from the model that are no longer used by the City. Provide the City with an updated and simplified rate model.

Capital Improvement Plan (CIP)

Update CIP portion of the financial model to include all funding sources available for CIP, including, but not limited to, WIFIA Loans and all funds available to the Water Division

Water/Recycled Water Cost Updates

Input actual expenses, current budgets, updated reserve balances, review actual water volume sold versus planned water sales (excluding processing water use by account to calculate water sold by class and tier) and review results with staff in three meetings.

Invoicing/Billing

Monthly invoicing shall included a transmittal letter summarizing the budget, schedule; work completed to date and anticipated work in the upcoming month.

EXHIBIT B

CONSULTANT/PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and RAFTELIS FINANCIAL CONSULTANTS, INC)

SCHEDULE OF COMPENSATION

City of Oxnard Pass-Through and Financial Plan Review

Tasks	Number of Virtual Meetings	PM	TR	SC	CORP	Total	Total Fees & Expenses
1. Calculate Pass-Through	3	23		27		50	\$14,720
2. One Time Model Revision to Reflect New Rate Structure and Funds (603 to 608)		6		14		20	\$5,440
3. Input Revised CIP	3	17		19		36	\$10,660
4. Input Actual Expenses, Future Budget, Updated Reserve Balances and Review Results with Staff	3	25		42		67	\$18,910
	9	71	0	102	0	173	
		\$360	\$285	\$220	\$80		
		\$25,560	\$0	\$22,440	\$0	\$48,000	
						Total Fees	\$48,000
						Total Expenses	\$1,730
						Total Fees & Expenses	\$49,730

PD - Project Director, Sudhir Pardiwala, PE
 PM - Project Manager, Steve Gagnon, PE (AZ)
 TR - Technical Reviewer, Theresa Jurotich, PE,
 PMP
 SC - Staff Consultants
 CORP - Corporate Functions

EXHIBIT C

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and RAFTELIS FINANCIAL CONSULTANTS, INC)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/CONSULTANT/SELLER/BIDDER (hereafter referred to as "CONSULTANT") 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 CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. 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

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

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City

Agreement No. 32400468

Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
						ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER			POLICY INFORMATION:				
Telephone: NAMED INSURED			Insurance Company:				
			Policy No.:				
			Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ ☐ In Addition to Limits				
			☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ coverage. ☐ Per Occurrence				
			APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:				
TYPE OF INSURANCE			CITY AGREEMENTS/PERMITS				
GENERAL LIABILITY			OTHER PROVISIONS				
☐ COMMERCIAL GENERAL LIABILITY							
☐ COMPREHENSIVE GENERAL LIABILITY							
☐ OWNERS & CONTRACTORS PROTECTIVE							
COVERAGES			LIABILITY LIMITS IN THOUSANDS \$				
			EACH OCCURRENCE	AGGREGATE			
☐ GENERAL			Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ _____ Telephone: () _____				
☐ PRODUCTS/COMPLETED OPERATIONS							
☐ PERSONAL & ADVERTISING INJURY							
☐ FIRE DAMAGE							
☐ _____							
☐ _____							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.							
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.							
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.							
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.							
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.							
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:							
a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or							
b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.							
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US			AUTHORIZED REPRESENTATIVE				
			☐ Broker/Agent ☐ Underwriter ☐ _____				
			I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.				
			Signature _____ (original signature required)				
			Telephone: () _____				
			Date Signed _____				

[illegible]

EXHIBIT D

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and RAFTELIS FINANCIAL CONSULTANTS, 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 CONSULTANT/Professional Services contracts that may be governed by the Living Wage Policy.

A. CONSULTANT shall compensate any employee of CONSULTANT 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, CONSULTANT shall pay such employee no less than \$18.89 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. CONSULTANT 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 CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the CITY Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.

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

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023**

CONSULTANT shall compensate any employee of CONSULTANT 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, CONSULTANT shall pay such employee no less than \$18.89 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, 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, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: April 16, 2024
TO: City Council
FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org
SUBJECT: Resolution Commending Sergeant Daniel Shrubbs for over Twenty-Six Years of Service to the City of Oxnard.

RECOMMENDATION

That the City Council adopt a resolution commending Daniel Shrubbs for over twenty-six years of outstanding service to the City of Oxnard Police Department.

BACKGROUND

Daniel Shrubbs began his law enforcement career in 1993 as a Reserve Deputy Sheriff with the Ventura County Sheriff's Department. The City of Oxnard hired him on June 30, 1997, and he graduated from the Ventura County Criminal Justice Training Center (Police Academy) on December 19, 1997. Daniel Shrubbs has served the community of Oxnard honorably, and with distinction, and advanced to the rank of Police Sergeant in 2013.

Throughout his career, Sergeant Daniel Shrubbs held a wide variety of assignments within the Oxnard Police Department, including: Patrol Officer, Field Training Officer, Police Academy Tac Officer, Pre-Academy Instructor, Special Enforcement Unit/SWAT, Beat Coordinator, Department Driving and Taser Instructor, Pursuit Review Committee Member, Patrol Sergeant, Youth Services Sergeant, and Professional Standards Training Sergeant. Sergeant Shrubbs proudly served as a member of the Honor Guard for 25 years.

Sergeant Daniel Shrubbs has been a champion with regard to community engagement for the Oxnard Police Department by building positive relationships between officers and the community's youth. He co-founded a non-profit after-school youth automotive program (DRAGG) in 2009. Throughout the past 15 years, this program has provided youth mentorship, employment, automotive education, and continuing education scholarships to students at the high school level. These efforts included a giveaway vehicle to a family in need each year during the Christmas season for an eight-year period. Due to Sergeant Shrubbs's leadership, he was the recipient of the Chief's Award of Excellence in 2013, and in 2021 he received the Supervisor of the Year Award.

Sergeant Daniel Shrubbs's positive interactions have earned the respect of his fellow Officers, City employees and the community. He has developed countless friendships and partnerships within our City, County, and State.

On March 6, 2024, Sergeant Daniel Shrubbs retired after twenty-six years of dedicated service to the City of Oxnard. The City of Oxnard extends its best wishes for a fun and fulfilling retirement with family and friends.

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

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michael Thomas

ATTACHMENTS

1. Daniel Shrubb Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING DANIEL SHRUBB FOR OVER TWENTY-SIX YEARS OF
OUTSTANDING SERVICE TO THE CITY OF OXNARD

WHEREAS, Daniel Shrubb was born and raised in Oxnard and has given over twenty-six years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department; and

WHEREAS, Daniel Shrubb began his law enforcement career in 1993 as a Reserve Deputy Sheriff with the Ventura County Sheriff's Department. On June 30, 1997, he was hired by the City of Oxnard on June 30, 1997, and graduated from the Ventura County Criminal Justice Training Center (Police Academy) on December 19, 1997, where his passion for public service was ignited. Daniel Shrubb has served the community of Oxnard honorably and with distinction in his advancement to Police Sergeant in 2013; and

WHEREAS, throughout his career, Sergeant Daniel Shrubb held a wide variety of assignments within the Oxnard Police Department, including Patrol Officer, Field Training Officer, Police Academy Tac Officer, Pre-Academy Instructor, Special Enforcement Unit/SWAT, Beat Coordinator, Department Driving and Taser Instructor, Pursuit Review Committee Member, Patrol Sergeant, Youth Services Sergeant, and Professional Standards Training Sergeant. Sergeant Shrubb proudly served as a member of the Honor Guard for 25 years, and

WHEREAS, Sergeant Daniel Shrubb has been a champion with regard to community engagement for the Oxnard Police Department by building positive relationships between officers and the community's youth. He co-founded a non-profit after-school youth automotive program (DRAGG) in 2009. Throughout the past 15 years, this program has provided youth mentorship, employment, automotive education, and continuing education scholarships to students at the high school level. These efforts included a giveaway vehicle to a family in need each year during the Christmas season for an eight-year period. Due to Sergeant Shrubb's leadership, he was the recipient of the Chief's Award of Excellence in 2013, and in 2021 he received the Supervisor of the Year Award; and

WHEREAS, Sergeant Daniel Shrubb's positive interactions have earned the respect of his fellow Officers, City employees and the community. He has developed countless friendships and partnerships within our City, County, and State; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves to commend, recognize, and extend its gratitude to Sergeant Daniel Shrubb for over twenty-six years of dedicated service to the City of Oxnard. We extend our best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED THIS 16th day of April, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

John C. Zaragoza, Mayor

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.8

DATE: April 16, 2024

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Amendment to External Auditor Agreement for Annual Auditing Services.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Second Amendment to Agreement A-8223 with Eadie + Payne, LLP, to increase the amount by \$62,700, for a total amended not-to-exceed amount over 5 years of \$1,157,800 for FY 2022-23 and FY 2023-24 Annual Comprehensive Financial Reporting (ACFR)/Single-Audit/Ancillary Assistance.

BACKGROUND

Following a request for proposals process, in May 2020, the City executed contract A-8223 with the external audit firm Eadie + Payne, LLP (E+P) to conduct the City of Oxnard's annual and single audits for five fiscal years from FY 2019-2020 through FY 2023-2024. During the field audit of FY2022/23, the contract was amended by \$20,000 for a total not to exceed of \$1,095,100.

DISCUSSION

As required by Single Audit Act, agencies with federal awards greater than \$750,000 must conduct single audits by independent external auditors and comply with federal program requirements for major programs identified. In the assessment of the major federal programs to be audited the FY2022/23, the auditor has selected five major programs, compared to one to two programs audited in prior years, to be audited for compliance with federal program requirements. This is primarily due to the ARPA funds the City has received.

This Second Amendment is requesting an additional \$32,700 for single audit services for the fiscal year audit ending June 30, 2023, and up to \$30,000 of single audit contingency for fiscal year ending June 30, 2024. The recommended amendment will amend the FY2022/23 amount from \$236,100 to \$268,800 and amending the FY2023/24 amount from \$221,700 to \$251,700, for a not to exceed amount of \$1,157,800 over the five year term of the contract. FY 2022/23 is the fourth year of the City's auditing contract with E+P of a five year agreement to provide audit services to the City.

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

There is sufficient budget in the Finance operational contract to fund the proposed amendment.

COMMITTEE OUTCOME

As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee. Staff is available for any questions.

Prepared by: Beth Vo, Assistant Chief Financial Officer

ATTACHMENTS

1. Eadie + Payne Agreement A-8223
2. Eadie + Payne First Amendment to Agreement A-8223
3. Eadie + Payne Second Amendment to Agreement A-8223

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: May 19th, 2020.
- (2) Consultant: Eadie and Payne
- (3) Services: Professional Audit Services
- (4) Schedule of Services:
 - The period of performance anticipated for this agreement is for financial audits and Single Audits for each of the five fiscal years from FY 2019-20 through FY 2023-24.
- (5) Agreement Ending Date: June 30, 2025.
- (6) Total Agreement Amount: \$1,075,100.00
- (7) City's Project Manager: Kevin Riper Chief Financial Officer
- (8) Consultant's Project Manager: Hong Nguyen Client Service Executive
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

FOR CONSULTANT:

3880 Lemon St. Ste 300
Riverside, CA 92501

FOR CITY:

300 W Third Street.
Oxnard, CA 93030
- (11) Contact Emails:

CONSULTANT'S PROJECT

Hong Nguyen
hnguyen@eadiepaynellp.com

CITY'S PROJECT MANAGER:
MANAGER:

Kevin Riper
kevin.riper@oxnard.org

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



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

Table of Contents

For

Professional Audit Services Agreement

- Pg.1-2 - Cover Page
- Pg.3-9- Terms and Conditions
- Pg.11- Signature Page
- Scope of Service Exhibit
- Rates and Costs Exhibit
- Insurance Exhibit
- Eadie and Paynes Request For Proposal Response

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

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

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

a. The review, acceptance or approval of Consultant’s work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant’s indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

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

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement, with the exception of audit workpapers (“Documents and Materials”) shall be the City’s property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered “works made for hire,” and all

Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

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

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

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

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

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

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may

be necessary for Consultant to fulfill its obligations to the City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control, with the exception of information contained in audit workpapers, and certify such destruction to City in a writing signed by an authorized representative.

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

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

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

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of the City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

- ☒ Tim Flynn, Mayor
- ☐ Alexander Nguyen, City Manager
- ☐ Dan Willhite, Purchasing Manager
- ☐ Jose Chavez, Purchasing Agent

ATTEST:

Michelle Ascension, City
Clerk (only if Mayor signs)

Eadie and Payne

_____	Date
Name, Title	
<u>Tim Flynn</u>	<u>5/19/20</u> Date
_____	Date
_____	Date
_____	Date

Michelle Ascension Date 5/19/20
_____ Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

[Signature] Date 5/18/2020

SCOPE OF SERVICES EXHIBIT

- Please refer to Eadie and Payne response to the RFP for a detailed description of the scope of services attached in **Tab D of Eadie and Paynes Request for Proposal Response.**

RATES AND COSTS EXHIBIT

Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.

SERVICE PROPOSAL

Title	Per hour Cost	Title	Per hour Cost
Partner	\$ 280	Supervisor	\$ 175
Director	\$ 250	Senior	\$150
Manager	\$ 200	Staff	\$ 125

City Audit and Related Reports	2019/20	2020/21	2021/22	2022/23	2023/24
State Controller Reports: 1) Cities Financial Transactions Report 2) Special Districts Financial Transactions Report City of Oxnard Financing Authority 3) Annual Street Report	\$11,700	\$11,700	\$12,100	\$12,100	\$12,500
Single Audit Report	\$16,800	\$16,800	\$17,300	\$17,300	\$17,800
CAFR audit	\$157,500	\$157,500	\$161,300	\$161,300	\$165,200
CAFR preparation	\$19,600	\$19,600	\$20,200	\$20,200	\$20,800
Measure O Report	\$5,000	\$5,000	\$5,200	\$5,200	\$5,400
Total for Fiscal Year (not-to-exceed)	\$210,600	\$210,600	\$216,100	\$216,100	\$221,700

INSURANCE EXHIBIT

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not

affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE	
INSURED		COMPANY LETTER A	SPECIFY COMPANY NAMES IN THIS SPACE
		COMPANY LETTER B	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY CLAIM, SETTLEMENT, 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 EACH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY (S) COMMERCIAL GENERAL LIABILITY (S) CLAIMS MADE / OCCURENCE (S) OWNERS & CONTRACTORS PAID				GENERAL AGGREGATE \$1,000,000 PRODUCTS-COMMODITY AGG \$1,000,000 PERSONAL & ADVERTISING \$1,000,000 SALES PROMOTIONS \$1,000,000 THEFT DAMAGE (Any one fire) \$ WILDFIRE (Any one fire) \$
A	AUTOMOBILE LIABILITY (S) ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS LEASED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EXCESS LIABILITY \$ ACCIDENT \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS PER ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATING LOCATIONS VEHICLES AND ALL OTHERS AFFECTED ITEMS

CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 - OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE FIRST, THE ISSUING COMPANY WILL BE RESPONSIBLE FOR 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. NAME TO THE LEFT WILL BE RESPONSIBLE TO FILE WITHIN 5 DAYS AFTER RECEIVING NOTICE OF CANCELLATION. ANY OTHER NOTICE OF CANCELLATION WILL BE THE RESPONSIBILITY OF THE POLICYHOLDER.
--	---

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

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
 2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
 3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
 4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
 5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
 6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.
- Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

Broker/Agent

Underwriter

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

Signature

(original signature required)

Telephone: ()

Date Signed

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE Included in Limits In Addition to Limits		
NAMED INSURED	Deductible Self-Insured Retention (check which) of \$ with an Aggregate of \$ applies to coverage. Per Occurrence Per Claim (which)		
APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE		OTHER PROVISIONS	
COMMERCIAL AUTO POLICY BUSINESS AUTO POLICY OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name:	
\$ per accident, for bodily injury and property damage.		Address: Telephone: { }	

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).
 Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter

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

Signature

(original signature required)

Telephone: ()

Date Signed

Eadie and Paynes Request for Proposal Response

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of December, 2023 by and between the City of Oxnard, a municipal corporation ("City"), and Eadie + Payne, LLP. ("Consultant"). This First Amendment amends the Agreement entered into on May 19, 2020, by City and Consultant.

City and Consultant agree as follows:

1. Section 6 of the Cover Page of the Agreement is amended as follows:
 - a) The figure "\$1,075,100.00" is replaced by the figure "\$1,095,100.00"
2. The "Rates and Costs Exhibit" attached to the Agreement is amended to include the Additional Fees Exhibit. The Additional Fees Exhibit is attached hereto and incorporated herein by this reference into the Agreement.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

EADIE + PAYNE, LLP

 1-2-24
John C. Zaragoza, Mayor Date

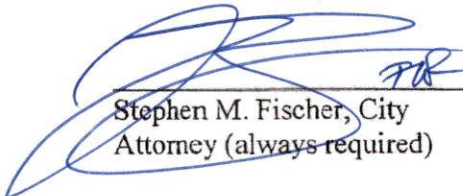
EC Casareno 12/13/23
Eden C. Casareno, Partner Date

Frank M. Zabaleta 12/13/2023
Frank Zabaleta, Managing Partner Date

ATTEST:

R. Chaparro 1/2/24
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 FR 12/18/23
Stephen M. Fischer, City Date
Attorney (always required)

ADDITIONAL FEES EXHIBIT

Additional fees for audit services for the fiscal year audit ending in June 30, 2023

Item No.	FY 2022/23	
	Description	Requested Additional Fee
1	Testing of additional IT general controls implemented in Tyler Munis	3,505
2	Understanding the new accounting system	2,445
3	Additional testing of internal controls due to change in accounting system <i>(such as payroll, cash, and contracts)</i>	4,995
4	Testing of transfer of H.T.E. FY2022 ending balances loaded to Munis	1,240
5	Time spent on importing new trial balance, grouping new accounts, and mapping new funds	7,815
	Total	20,000

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment (“Second Amendment”) to the Agreement for Professional Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 16 day of April, 2024 by and between the City of Oxnard, a municipal corporation (“City”), and Eadie + Payne, LLP. (“Consultant”). This Second Amendment amends the Agreement entered into on May 19, 2020, by City and Consultant. The Agreement previously has been amended on December 19, 2023, by a First Amendment

City and Consultant agree as follows:

1. Section 6 of the Cover Page Agreement is amended as follows:
 - a) The figure “\$1,095,100” is replaced by the figure “\$1,157,800”
2. The “Rates and Costs Exhibit” is amended to include the Additional Fees Exhibit. The Additional Fees Exhibit is attached hereto and incorporated herein by this reference into the Agreement.
3. The Parties agree that this Agreement may be transmitted and signed electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and Civil Code Section 1633.7.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

EADIE + PAYNE, LLP

John Zaragoza, Mayor

Date

Eden Casareno, Partner

Date

ATTEST:

Rose Chaparro, City Clerk
(only if Mayor signs)

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City
Attorney (always required)

Date

ADDITIONAL FEES EXHIBIT

Additional fees for audit services for the fiscal year audit ending in June 30, 2023 and June 30, 2024

		FY 2022/23	FY 2023/24	
Item No.	Description	Requested Additional Fee	Requested Additional Fee	
1	Single Audit (5 selected major programs)	32,700	30,000*	
	Total	32,700	30,000	62,700

- Use of single audit contingency fee of \$10,000 per. major federal program, after first two major programs, will require CFO approval prior to commencement of work.



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.1

DATE: April 16, 2024

TO: City Council

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

SUBJECT: Adoption of Ordinance No. 3043 Establishing New Solid Waste Rates and Fees. (20 minutes)

RECOMMENDATION

That the City Council:

1. Adopt Ordinance No. 3043 entitled "Ordinance of the City Council of the City of Oxnard to Establish New Solid Waste Rates and Fees for Customer Use and Service from the City's Environmental Resources Division;" and
2. Find that CEQA does not apply to this ordinance pursuant to Public Resource Code sections 21080(b)(8) and 21083 in conjunction with the exemption listed in Title 14 California Code of Regulations section 15273.

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on March 19, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/f2O3lUwC27g>

BACKGROUND

The City's Public Works Department Environmental Resources Division (ER) is an enterprise fund operation that provides Municipal Solid Waste (MSW) services to Oxnard residents and businesses, which includes collection, sorting, processing, and disposal for approximately 34,000 residential properties and 5,000 commercial customers (includes apartment buildings) operating six days a week. Services include collecting, sorting, transporting, and transferring material to landfills to foster a clean, safe, and sustainable Oxnard. To provide these services while meeting all Local, State, and Federal requirements, ER:

- Recycles approximately 24,900 tons of material and 22,000 tons of organics (green waste & food waste);
- Customers generate approximately 295,000 tons (590,000,000 lbs) of MSW annually;
- Has a workforce of 179 essential workers fulfilling 529,443 hours per year; and
- Has invested approximately \$60 million in capital equipment, facilities, and land including the Del Norte Regional Recycling and Transfer Station and approximately 138 vehicles (109 heavy-duty trucks & 29 small vehicles)

In August 2022, the City authorized Raftelis, the City's Consultant, to perform a solid waste cost of service analysis and rate study to develop the cost of service-based solid waste rates. Raftelis is recognized as a leading rate consultant in California and works with utilities to design solid waste rates to achieve financial balance and maintain financial sustainability.

Following industry best practices, rates are intended to cover service costs, establish adequate reserves, and necessitate a

cost-of-service study every 3-5 years. This study is crucial for evaluating operational effectiveness, confirming the sufficiency of existing rates, and charting a sustainable financial path for solid waste operations. The last Environmental Resources (ER) Study took place in 2012 and was implemented in 2013. Given changes in the solid waste industry and the evolving landscape over the past decade, it's imperative to adapt to rising costs, unfunded State mandates, and the implementation of essential capital projects vital for customer health and safety.

Based upon the Fiscal Year 2023/24 cost-of-service study, the ER division expenditures are anticipated to materially outpace revenues resulting in a negative ending cash balance no later than Fiscal Year 2024/25 without any rate increases. The combination of minimal rate increases, unfunded State mandates, elevated inflation, and the need for significant capital investment to replace and rehabilitate assets is expected to result in a growing structural deficit.

Dependable and efficient solid waste services play a crucial role in safeguarding public health, safety, and the overall welfare of the community. As previously mentioned, without a rate adjustment, the cost-of-service study anticipates negative cash balances by Fiscal Year 2024/25. Staff has presented initial rate increase scenarios for deliberation and consideration. Each scenario considered variations in key assumptions, including the timing and level of rate revenue adjustments, capital spending, and proposed debt issuances. In alignment with the City staff's guidance, various sensitivity analyses were conducted, exploring potential impacts such as no rate adjustment or no capital spending, among other factors.

DISCUSSION

Prior to the City adjusting any property-related fees, such as solid waste rates, the City must comply with Proposition 218. Early February 2024, the City mailed out 55,100 Public Notices, as required by Proposition 218, to all property owners that receive solid waste utility services and all solid waste utility customers. The Public Notice provided information on the City's proposed solid waste rate and fee increases, the proposed impact to solid waste customer utility bills, the date of the Public Hearing on the proposed rate increases, as well as information on how to protest the rate adjustments along with a protest form and instructions on how to complete the form. State law required the City to mail the Public Notice at least 45 days prior to the Public Hearing.

The Public Hearing on the proposed solid waste rate increases was held on March 19, 2024, at the Oxnard City Council Chambers. The City Council conducted a public hearing in which the Council Members received public testimony and written public comments regarding the proposed solid waste rate adjustments. Council members responded to questions from the public and asked questions to City Staff regarding the proposed rates. The Council members considered all information presented on whether to approve or deny the new rates.

After all comments from the public were received at the hearing, the Mayor on Motion closed the public hearing. After the close of the public hearing the City Clerk counted the solid waste rate protests in view of the public in attendance at the hearing. The City Clerk announced that 810 protests had been counted and there were not enough protests received to validate the protests. A majority protest was not achieved.

The City Council voted to take the recommended action which included conducting a public hearing, introducing and waiving further reading of a proposed ordinance to increase solid waste rates and make a finding that CEQA does not apply to the ordinance. The City Council voted 6-0 with one absence in favor of introducing the proposed solid waste rate ordinance.

If adopted, this ordinance will result in adjusted solid waste rates and fees for customers beginning July 1, 2024, and continuing through Fiscal Year 2028/29. The new solid waste rates will provide the revenue requirements necessary to adequately operate the City's ER Division and maintain the financial health of the enterprise fund.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The passage of the solid waste rate increase is taking the necessary steps to improve financial performance. To strengthen the solid waste system's financial standing, rates must be increased. As noted above, to provide revenue that will meet sustainable critical operations and maintenance, and fund capital expenditures.

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on March 19, 2024.

Prepared by: Brian Yanez, Assistant Public Works Director, Eric Zetz, Division Manager

ATTACHMENTS

1. Ordinance For Solid Waste Rates and Fees
2. Presentation

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
TO ESTABLISH NEW SOLID WASTE RATES AND FEES FOR
CUSTOMER USE AND SERVICE FROM THE CITY'S
ENVIRONMENTAL RESOURCES DIVISION

WHEREAS, solid waste rates and fees have been set forth and implemented through an uncodified ordinance, specifically Ordinance No. 2861, effective October 18, 2012; and

WHEREAS, the City desires to codify solid waste rates and fees by creating a new Division in Chapter 19 of the Oxnard City Code and require that the City Council establish by ordinance the rates charged for all solid waste services supplied by the City; and

WHEREAS, the Environmental Resources Division of the Public Works Department operates as a self-supporting enterprise fund that depends upon revenues derived from solid waste services to City customers; and

WHEREAS, on the 18th of October 2012, the City Council adopted uncodified City Ordinance No. 2861, establishing the current rates and charges applicable to City solid waste service customers; and

WHEREAS, Ordinance No. 2861 contains certain non-property related fees that will be codified in this current ordinance without an associated increase to those fees; and

WHEREAS, the City's Public Works Department completed a Cost of Services Study, dated January 24, 2024 (Rate Study). The Rate Study assesses the Environmental Resources Division's operation, maintenance, repair, replacement, and capital improvement program budgets and requirements, through a cost of service analysis and report, which collectively are incorporated into the recommended rates and fees provided in this ordinance, so that the proportional cost of providing solid waste service to the City's customers are allocated appropriately and in conformity with all applicable legal requirements. The Cost of Service Report and all the studies, plans and documents relied upon and incorporated in the Report provide the basis for the rates, charges and fees set forth herein; and

WHEREAS, the City's solid waste services includes but is not limited to refuse, recycle and green / organics waste service types to residential, commercial and industrial customers within City limits; and

WHEREAS The proposed rates and certain fees displayed as effective beginning July 1, 2024, show the authorized rates applicable July 1, 2024 and continuing through June 30, 2029; and

WHEREAS, Public Resources Code Section 21080(b)(8) and Section 15273 of the California Environmental Quality Act (CEQA) Guidelines provide that CEQA does not apply to the establishment or modification of public agency rates and other charges which the public agency finds are intended for certain purposes.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD
DOES HEREBY FIND AS FOLLOWS:**

1. CEQA does not apply to this ordinance because this ordinance establishes, modifies, structures and restructures the City's rates and other charges for the following purposes:
 - a. Meeting the environmental resources utility's operating expenses, including employee wages and fringe benefits;
 - b. Purchasing or leasing supplies, equipment, and materials;
 - c. Meeting the Environmental Resources Fund's financial reserve needs and requirements; and
 - d. Obtaining funds for capital projects necessary to maintain solid waste / refuse service within the existing service areas.
2. The basis for the foregoing claim of exemption is found in the Rate Study.

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

Part 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference as though fully set forth herein as the cause and foundation for the action taken by and through this Ordinance.

Part 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Parts 3 through 6 of this Ordinance to Chapter 19, Article II as set forth below.

Part 3. Article II of Chapter 19 of the Oxnard City Code is hereby amended to add **“DIVISION 7. RATES AND FEES.”**

Part 4. SEC. 19-202 is added to the new Division 7 of Article II of Chapter 19 and is titled as follows:

“SEC. 19-202. SOLID WASTE RATES AND FEES.”

(A) The rates charged for all recurring property related solid waste services provided by the city shall be established by ordinance of the city council. Each customer receiving solid waste service is liable for payment for such service at the scheduled rates established herein.

(B) The fees charged for special collection services provided by the city shall be established by ordinance or resolution and shall be incorporated into the city's master fee schedule. Each customer that requests special collection services is liable for payment for such service at the stated fee(s) as established herein, or by resolution, and as listed on the master fee schedule.

(C) The City Manager or designee may adopt administrative regulations for solid waste services provided pursuant to this division and for purposes of ensuring City wide compliance with State and CalRecycle requirements.

(D) Customer bills for solid waste services subject to this Division shall be computed on a monthly basis according to the rates then in effect, the level of service and frequency of service, and any one-time fees for additional requested services. Customer billings are also subject to sections 19-182 through 19-185 in Division 3 of this Article.

Part 5. SEC. 19-202 is added to the new Division 7 of Article II of Chapter 19 and is titled as follows:

“SEC. 19-203. MONTHLY SOLID WASTE RATES FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL CUSTOMERS.”

The Rates for solid waste services shall be established by ordinance and the rates provided by the City are established and effective during the dates indicated, as follows:

(A) RESIDENTIAL MINIMUM SERVICE REQUIREMENTS. Single Family Dwellings, Single Family Dwellings with less than three units, and Mobile Homes shall each receive a 96-gallon refuse container, a 96 gallon recycle container, and a 96 gallon green / organics waste container that will be serviced once a week. The minimum service requirements for residential and mobile home type dwellings listed herein shall be a 64-gallon refuse container, a 96 gallon recycle container, and a 96 gallon green / organics waste container that will be serviced once a week. Each residential service includes one curbside bulky item collection (up to five household items) per year at no additional charge.

(1) MONTHLY RESIDENTIAL RATES FOR SOLID WASTE, RECYCLING, ORGANICS / GREEN WASTE 3-CART SERVICE.

Service Type	Frequency	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
3 Cart Service/ 64-gallon	1x week	\$39.33	\$43.23	\$45.48	\$46.83	\$47.12
3 Cart Service/ 96-gallon	1x week	\$47.41	\$52.11	\$54.83	\$56.46	\$56.89
Extra 96 Gallons	1x week	\$24.45	\$26.88	\$28.28	\$29.13	\$29.41

Cart Service						
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(2) MONTHLY RESIDENTIAL MOBILE HOME RATES FOR SOLID WASTE, RECYCLING, ORGANICS / GREEN WASTE 3-CART SERVICE.

Service Type	Frequency of pick up	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
3 Cart Service/ 64-gallon	1x/week	\$36.06	\$39.63	\$41.69	\$42.93	\$43.16
3 Cart Service/ 96-gallon	1x/week	\$43.45	\$47.76	\$50.25	\$51.74	\$52.10
Extra 96 Gallons Cart Service	1x/week	\$22.41	\$24.63	\$25.92	\$26.70	\$26.96

(B) MULTI-FAMILY RESIDENTIAL AND COMMERCIAL MINIMUM SERVICE REQUIREMENTS. All multi-family residential properties are required to have refuse, recycle, green and organics waste service on a weekly basis with a bin size appropriate for the property based on the services and rates stated in the subsections below.

(1) MONTHLY SOLID WASTE SERVICE RATES FOR MULTI-FAMILY RESIDENTIAL (MFR) OVER 4 UNITS AND COMMERCIAL SERVICE BY FREQUENCY AND CONTAINER SIZE (IN CUBIC YARDS).

Service Type	Frequency of pick up	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
1 cu yd bin	1x/week	\$57.69	\$63.44	\$66.77	\$68.77	\$69.67

1 cu yd bin	2x/week	\$115.20	\$126.71	\$133.36	\$137.35	\$139.22
1 cu yd bin	3x/week	\$172.72	\$189.98	\$199.95	\$205.94	\$208.76
1 cu yd bin	4x/week	\$230.24	\$253.25	\$266.54	\$274.53	\$278.31
1 cu yd bin	5x/week	\$287.75	\$316.52	\$333.13	\$343.12	\$347.86
1 cu yd bin	6x/week	\$345.27	\$379.78	\$399.72	\$411.70	\$417.41

1 cu yd- shared	1x/week	\$28.84	\$31.72	\$33.38	\$34.38	\$34.83
1 cu yd- shared	2x/week	\$57.60	\$63.36	\$66.68	\$68.68	\$69.61
1 cu yd- shared	3x/week	\$86.36	\$94.99	\$99.97	\$102.97	\$104.38
1 cu yd- shared	4x/week	\$115.12	\$126.62	\$133.27	\$137.26	\$139.16
1 cu yd- shared	5x/week	\$143.88	\$158.26	\$166.56	\$171.56	\$173.93
1 cu yd- shared	6x/week	\$172.63	\$189.89	\$199.86	\$205.85	\$208.70

1 cu yd- compactor	1x/week	\$83.23	\$91.54	\$96.34	\$99.23	\$100.56
1 cu yd- compactor	2x/week	\$166.29	\$182.91	\$192.51	\$198.28	\$200.99
1 cu yd- compactor	3x/week	\$249.35	\$274.28	\$288.67	\$297.33	\$301.43

1 cu yd- compactor	4x/week	\$332.41	\$365.64	\$384.83	\$396.37	\$401.86
1 cu yd- compactor	5x/week	\$415.48	\$457.01	\$481.00	\$495.42	\$502.30
1 cu yd- compactor	6x/week	\$498.54	\$548.38	\$577.16	\$594.47	\$602.73

2 cu yd	1x/week	\$115.25	\$126.77	\$133.41	\$137.41	\$139.22
2 cu yd	2x/week	\$230.29	\$253.30	\$266.59	\$274.59	\$278.31
2 cu yd	3x/week	\$345.32	\$379.84	\$399.77	\$411.76	\$417.41
2 cu yd	4x/week	\$460.35	\$506.37	\$532.95	\$548.94	\$556.50
2 cu yd	5x/week	\$575.38	\$632.91	\$666.13	\$686.11	\$695.60
2 cu yd	6x/week	\$690.42	\$759.45	\$799.31	\$823.29	\$834.69

2 cu yd- shared	1x/week	\$57.63	\$63.38	\$66.71	\$68.71	\$69.61
2 cu yd- shared	2x/week	\$115.14	\$126.65	\$133.30	\$137.29	\$139.16
2 cu yd- shared	3x/week	\$172.66	\$189.92	\$199.89	\$205.88	\$208.70
2 cu yd- shared	4x/week	\$230.18	\$253.19	\$266.48	\$274.47	\$278.25
2 cu yd- shared	5x/week	\$287.69	\$316.46	\$333.07	\$343.06	\$347.80

2 cu yd- shared	6x/week	\$345.21	\$379.72	\$399.66	\$411.64	\$417.35
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2 cu yd- compactor	1x/week	\$166.34	\$182.96	\$192.56	\$198.34	\$200.99
2 cu yd- compactor	2x/week	\$332.46	\$365.70	\$384.89	\$396.43	\$401.86
2 cu yd- compactor	3x/week	\$498.59	\$548.43	\$577.22	\$594.53	\$602.73
2 cu yd- compactor	4x/week	\$664.71	\$731.17	\$769.55	\$792.63	\$803.61
2 cu yd- compactor	5x/week	\$830.83	\$913.90	\$961.88	\$990.73	\$1,004.48
2 cu yd- compactor	6x/week	\$996.95	\$1,096.64	\$1,154.20	\$1,188.83	\$1,205.35

3 cu yd	1x/week	\$172.82	\$190.09	\$200.06	\$206.06	\$208.76
3 cu yd	2x/week	\$345.37	\$379.89	\$399.83	\$411.82	\$417.41
3 cu yd	3x/week	\$517.92	\$569.70	\$599.60	\$617.58	\$626.05
3 cu yd	4x/week	\$690.47	\$759.50	\$799.37	\$823.35	\$834.69
3 cu yd	5x/week	\$863.02	\$949.31	\$999.14	\$1,029.11	\$1,043.33
3 cu yd	6x/week	\$1,035.57	\$1,139.11	\$1,198.91	\$1,234.87	\$1,251.98

3 cu yd- shared	1x/week	\$86.41	\$95.04	\$100.03	\$103.03	\$104.38
3 cu yd- shared	2x/week	\$172.68	\$189.95	\$199.92	\$205.91	\$208.70
3 cu yd- shared	3x/week	\$258.96	\$284.85	\$299.80	\$308.79	\$313.02
3 cu yd- shared	4x/week	\$345.23	\$379.75	\$399.68	\$411.67	\$417.35
3 cu yd- shared	5x/week	\$431.51	\$474.65	\$499.57	\$514.55	\$521.67
3 cu yd- shared	6x/week	\$517.78	\$569.56	\$599.45	\$617.44	\$625.99

3 cu yd- compactor	1x/week	\$249.45	\$274.39	\$288.78	\$297.44	\$301.43
3 cu yd- compactor	2x/week	\$498.64	\$548.49	\$577.28	\$594.59	\$602.73
3 cu yd- compactor	3x/week	\$747.82	\$822.59	\$865.77	\$891.74	\$904.04
3 cu yd- compactor	4x/week	\$997.00	\$1,096.69	\$1,154.26	\$1,188.88	\$1,205.35
3 cu yd- compactor	5x/week	\$1,246.19	\$1,370.79	\$1,442.75	\$1,486.03	\$1,506.65
3 cu yd- compactor	6x/week	\$1,495.37	\$1,644.89	\$1,731.24	\$1,783.18	\$1,807.96

4 cu yd	1x/week	\$230.29	\$253.30	\$266.59	\$274.59	\$278.31
4 cu yd	2x/week	\$460.35	\$506.37	\$532.95	\$548.94	\$556.50
4 cu yd	3x/week	\$690.42	\$759.45	\$799.31	\$823.29	\$834.69
4 cu yd	4x/week	\$920.48	\$1,012.52	\$1,065.67	\$1,097.64	\$1,112.88
4 cu yd	5x/week	\$1,150.55	\$1,265.59	\$1,332.03	\$1,371.99	\$1,391.07
4 cu yd	6x/week	\$1,380.62	\$1,518.66	\$1,598.39	\$1,646.34	\$1,669.26

4 cu yd- shared	1x/week	\$115.14	\$126.65	\$133.30	\$137.29	\$139.16
4 cu yd- shared	2x/week	\$230.18	\$253.19	\$266.48	\$274.47	\$278.25
4 cu yd- shared	3x/week	\$345.21	\$379.72	\$399.66	\$411.64	\$417.35
4 cu yd- shared	4x/week	\$460.24	\$506.26	\$532.84	\$548.82	\$556.44
4 cu yd- shared	5x/week	\$575.27	\$632.80	\$666.01	\$685.99	\$695.54
4 cu yd- shared	6x/week	\$690.31	\$759.33	\$799.19	\$823.17	\$834.63

4 cu yd- compactor	1x/week	\$332.46	\$365.70	\$384.89	\$396.43	\$401.86
4 cu yd- compactor	2x/week	\$664.71	\$731.17	\$769.55	\$792.63	\$803.61

4 cu yd- compactor	3x/week	\$996.95	\$1,096.64	\$1,154.20	\$1,188.83	\$1,205.35
4 cu yd- compactor	4x/week	\$1,329.20	\$1,462.11	\$1,538.86	\$1,585.02	\$1,607.09
4 cu yd- compactor	5x/week	\$1,661.44	\$1,827.57	\$1,923.52	\$1,981.22	\$2,008.83
4 cu yd- compactor	6x/week	\$1,993.69	\$2,193.04	\$2,308.17	\$2,377.41	\$2,410.58

(2) MONTHLY RECYCLE SERVICE RATES FOR MULTI-FAMILY RESIDENTIAL (MFR) OVER 4 UNITS AND COMMERCIAL SERVICE BY FREQUENCY AND CONTAINER SIZE (IN CUBIC YARDS).

Service Type	Frequency of pick up	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
1 cu yd bin	1x/week	\$27.28	\$30.00	\$31.57	\$32.51	\$32.90
1 cu yd bin	2x/week	\$54.39	\$59.82	\$62.95	\$64.84	\$65.69
1 cu yd bin	3x/week	\$81.51	\$89.64	\$94.34	\$97.17	\$98.47
1 cu yd bin	4x/week	\$108.62	\$119.47	\$125.73	\$129.50	\$131.25
1 cu yd bin	5x/week	\$135.73	\$149.29	\$157.12	\$161.83	\$164.04
1 cu yd bin	6x/week	\$162.84	\$179.11	\$188.51	\$194.16	\$196.82

1 cu yd- shared	1x/week	\$13.64	\$15.00	\$15.78	\$16.25	\$16.45
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1 cu yd- shared	2x/week	\$27.20	\$29.91	\$31.48	\$32.42	\$32.84
1 cu yd- shared	3x/week	\$40.75	\$44.82	\$47.17	\$48.59	\$49.23
1 cu yd- shared	4x/week	\$54.31	\$59.73	\$62.87	\$64.75	\$65.63
1 cu yd- shared	5x/week	\$67.86	\$74.64	\$78.56	\$80.92	\$82.02
1 cu yd- shared	6x/week	\$81.42	\$89.56	\$94.26	\$97.08	\$98.41

1 cu yd- compactor	1x/week	\$31.33	\$34.45	\$36.25	\$37.33	\$37.80
1 cu yd- compactor	2x/week	\$62.49	\$68.72	\$72.32	\$74.49	\$75.47
1 cu yd- compactor	3x/week	\$93.64	\$103.00	\$108.40	\$111.65	\$113.15
1 cu yd- compactor	4x/week	\$124.80	\$137.27	\$144.47	\$148.80	\$150.82
1 cu yd- compactor	5x/week	\$155.96	\$171.54	\$180.54	\$185.96	\$188.50
1 cu yd- compactor	6x/week	\$187.12	\$205.82	\$216.62	\$223.11	\$226.17

2 cu yd	1x/week	\$54.44	\$59.88	\$63.01	\$64.90	\$65.69
2 cu yd	2x/week	\$108.67	\$119.52	\$125.79	\$129.56	\$131.25

2 cu yd	3x/week	\$162.89	\$179.17	\$188.57	\$194.22	\$196.82
2 cu yd	4x/week	\$217.11	\$238.81	\$251.34	\$258.88	\$262.38
2 cu yd	5x/week	\$271.34	\$298.46	\$314.12	\$323.54	\$327.95
2 cu yd	6x/week	\$325.56	\$358.11	\$376.90	\$388.20	\$393.52

2 cu yd- shared	1x/week	\$27.22	\$29.94	\$31.51	\$32.45	\$32.84
2 cu yd- shared	2x/week	\$54.33	\$59.76	\$62.89	\$64.78	\$65.63
2 cu yd- shared	3x/week	\$81.45	\$89.58	\$94.28	\$97.11	\$98.41
2 cu yd- shared	4x/week	\$108.56	\$119.41	\$125.67	\$129.44	\$131.19
2 cu yd- shared	5x/week	\$135.67	\$149.23	\$157.06	\$161.77	\$163.98
2 cu yd- shared	6x/week	\$162.78	\$179.05	\$188.45	\$194.10	\$196.76

2 cu yd- compactor	1x/week	\$62.54	\$68.78	\$72.38	\$74.55	\$75.47
2 cu yd- compactor	2x/week	\$124.85	\$137.32	\$144.53	\$148.86	\$150.82
2 cu yd- compactor	3x/week	\$187.17	\$205.87	\$216.67	\$223.17	\$226.17

2 cu yd- compactor	4x/week	\$249.48	\$274.42	\$288.82	\$297.48	\$301.53
2 cu yd- compactor	5x/week	\$311.80	\$342.97	\$360.97	\$371.79	\$376.88
2 cu yd- compactor	6x/week	\$374.12	\$411.52	\$433.11	\$446.10	\$452.23

3 cu yd	1x/week	\$81.60	\$89.75	\$94.46	\$97.29	\$98.47
3 cu yd	2x/week	\$162.94	\$179.22	\$188.62	\$194.28	\$196.82
3 cu yd	3x/week	\$244.28	\$268.69	\$282.79	\$291.27	\$295.17
3 cu yd	4x/week	\$325.61	\$358.16	\$376.96	\$388.26	\$393.52
3 cu yd	5x/week	\$406.95	\$447.63	\$471.12	\$485.25	\$491.87
3 cu yd	6x/week	\$488.28	\$537.10	\$565.29	\$582.25	\$590.21

3 cu yd- shared	1x/week	\$40.80	\$44.88	\$47.23	\$48.64	\$49.23
3 cu yd- shared	2x/week	\$81.47	\$89.61	\$94.31	\$97.14	\$98.41
3 cu yd- shared	3x/week	\$122.14	\$134.35	\$141.40	\$145.64	\$147.58
3 cu yd- shared	4x/week	\$162.81	\$179.08	\$188.48	\$194.13	\$196.76
3 cu yd- shared	5x/week	\$203.47	\$223.81	\$235.56	\$242.63	\$245.93

3 cu yd- shared	6x/week	\$244.14	\$268.55	\$282.65	\$291.12	\$295.11
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3 cu yd- compactor	1x/week	\$93.74	\$103.11	\$108.51	\$111.76	\$113.15
3 cu yd- compactor	2x/week	\$187.22	\$205.93	\$216.73	\$223.23	\$226.17
3 cu yd- compactor	3x/week	\$280.69	\$308.75	\$324.95	\$334.70	\$339.20
3 cu yd- compactor	4x/week	\$374.17	\$411.57	\$433.17	\$446.16	\$452.23
3 cu yd- compactor	5x/week	\$467.64	\$514.39	\$541.39	\$557.63	\$565.26
3 cu yd- compactor	6x/week	\$561.11	\$617.21	\$649.61	\$669.10	\$678.28

4 cu yd	1x/week	\$108.67	\$119.52	\$125.79	\$129.56	\$131.25
4 cu yd	2x/week	\$217.11	\$238.81	\$251.34	\$258.88	\$262.38
4 cu yd	3x/week	\$325.56	\$358.11	\$376.90	\$388.20	\$393.52
4 cu yd	4x/week	\$434.01	\$477.40	\$502.46	\$517.53	\$524.65
4 cu yd	5x/week	\$542.46	\$596.69	\$628.01	\$646.85	\$655.78
4 cu yd	6x/week	\$650.90	\$715.98	\$753.57	\$776.17	\$786.91

4 cu yd- shared	1x/week	\$54.33	\$59.76	\$62.89	\$64.78	\$65.63
4 cu yd- shared	2x/week	\$108.56	\$119.41	\$125.67	\$129.44	\$131.19
4 cu yd- shared	3x/week	\$162.78	\$179.05	\$188.45	\$194.10	\$196.76
4 cu yd- shared	4x/week	\$217.00	\$238.70	\$251.23	\$258.76	\$262.32
4 cu yd- shared	5x/week	\$271.23	\$298.35	\$314.01	\$323.42	\$327.89
4 cu yd- shared	6x/week	\$325.45	\$357.99	\$376.78	\$388.08	\$393.46

4 cu yd- compactor	1x/week	\$124.85	\$137.32	\$144.53	\$148.86	\$150.82
4 cu yd- compactor	2x/week	\$249.48	\$274.42	\$288.82	\$297.48	\$301.53
4 cu yd- compactor	3x/week	\$374.12	\$411.52	\$433.11	\$446.10	\$452.23
4 cu yd- compactor	4x/week	\$498.75	\$548.61	\$577.41	\$594.73	\$602.93
4 cu yd- compactor	5x/week	\$623.38	\$685.71	\$721.70	\$743.35	\$753.63
4 cu yd- compactor	6x/week	\$748.01	\$822.80	\$865.99	\$891.97	\$904.34

(3) MONTHLY GREENWASTE SERVICE RATES FOR MULTI-FAMILY RESIDENTIAL (MFR) OVER 4 UNITS AND COMMERCIAL SERVICE BY FREQUENCY AND CONTAINER SIZE (IN CUBIC YARDS).

Service Type	Frequency of pick up	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
1 cu yd bin	1x/week	\$29.69	\$32.64	\$34.35	\$35.38	\$35.81
1 cu yd bin	2x/week	\$59.21	\$65.11	\$68.53	\$70.58	\$71.50
1 cu yd bin	3x/week	\$88.72	\$97.58	\$102.70	\$105.78	\$107.20
1 cu yd bin	4x/week	\$118.24	\$130.05	\$136.88	\$140.98	\$142.89
1 cu yd bin	5x/week	\$147.76	\$162.52	\$171.05	\$176.18	\$178.58
1 cu yd bin	6x/week	\$177.28	\$194.99	\$205.22	\$211.38	\$214.27

1 cu yd-shared	1x/week	\$14.84	\$16.32	\$17.18	\$17.69	\$17.91
1 cu yd-shared	2x/week	\$29.60	\$32.56	\$34.26	\$35.29	\$35.75
1 cu yd-shared	3x/week	\$44.36	\$48.79	\$51.35	\$52.89	\$53.60
1 cu yd-shared	4x/week	\$59.12	\$65.03	\$68.44	\$70.49	\$71.44
1 cu yd-shared	5x/week	\$73.88	\$81.26	\$85.52	\$88.09	\$89.29
1 cu yd-shared	6x/week	\$88.64	\$97.50	\$102.61	\$105.69	\$107.14

1 cu yd- compactor	1x/week	\$36.14	\$39.74	\$41.82	\$43.07	\$43.61
1 cu yd- compactor	2x/week	\$72.11	\$79.31	\$83.47	\$85.97	\$87.11
1 cu yd- compactor	3x/week	\$108.08	\$118.88	\$125.11	\$128.86	\$130.60
1 cu yd- compactor	4x/week	\$144.05	\$158.44	\$166.76	\$171.76	\$174.10
1 cu yd- compactor	5x/week	\$180.02	\$198.01	\$208.40	\$214.65	\$217.59
1 cu yd- compactor	6x/week	\$215.99	\$237.58	\$250.05	\$257.54	\$261.09

2 cu yd	1x/week	\$59.26	\$65.17	\$68.58	\$70.64	\$71.50
2 cu yd	2x/week	\$118.29	\$130.11	\$136.93	\$141.04	\$142.89
2 cu yd	3x/week	\$177.33	\$195.05	\$205.28	\$211.44	\$214.27
2 cu yd	4x/week	\$236.36	\$259.99	\$273.63	\$281.84	\$285.66
2 cu yd	5x/week	\$295.40	\$324.93	\$341.98	\$352.24	\$357.04
2 cu yd	6x/week	\$354.44	\$389.87	\$410.33	\$422.63	\$428.43

2 cu yd- shared	1x/week	\$29.63	\$32.58	\$34.29	\$35.32	\$35.75
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2 cu yd- shared	2x/week	\$59.15	\$65.05	\$68.47	\$70.52	\$71.44
2 cu yd- shared	3x/week	\$88.66	\$97.52	\$102.64	\$105.72	\$107.14
2 cu yd- shared	4x/week	\$118.18	\$129.99	\$136.82	\$140.92	\$142.83
2 cu yd- shared	5x/week	\$147.70	\$162.46	\$170.99	\$176.12	\$178.52
2 cu yd- shared	6x/week	\$177.22	\$194.93	\$205.16	\$211.32	\$214.21

2 cu yd- compactor	1x/week	\$72.16	\$79.36	\$83.52	\$86.03	\$87.11
2 cu yd- compactor	2x/week	\$144.10	\$158.50	\$166.81	\$171.81	\$174.10
2 cu yd- compactor	3x/week	\$216.04	\$237.63	\$250.10	\$257.60	\$261.09
2 cu yd- compactor	4x/week	\$287.98	\$316.77	\$333.39	\$343.39	\$348.08
2 cu yd- compactor	5x/week	\$359.92	\$395.90	\$416.68	\$429.18	\$435.07
2 cu yd- compactor	6x/week	\$431.86	\$475.04	\$499.97	\$514.97	\$522.05

3 cu yd	1x/week	\$88.82	\$97.69	\$102.82	\$105.90	\$107.20
3 cu yd	2x/week	\$177.38	\$195.10	\$205.34	\$211.50	\$214.27

3 cu yd	3x/week	\$265.93	\$292.51	\$307.86	\$317.09	\$321.35
3 cu yd	4x/week	\$354.48	\$389.92	\$410.39	\$422.69	\$428.43
3 cu yd	5x/week	\$443.04	\$487.33	\$512.91	\$528.29	\$535.51
3 cu yd	6x/week	\$531.59	\$584.74	\$615.43	\$633.89	\$642.58

3 cu yd- shared	1x/week	\$44.41	\$48.85	\$51.41	\$52.95	\$53.60
3 cu yd- shared	2x/week	\$88.69	\$97.55	\$102.67	\$105.75	\$107.14
3 cu yd- shared	3x/week	\$132.97	\$146.26	\$153.93	\$158.55	\$160.68
3 cu yd- shared	4x/week	\$177.24	\$194.96	\$205.19	\$211.35	\$214.21
3 cu yd- shared	5x/week	\$221.52	\$243.67	\$256.45	\$264.15	\$267.75
3 cu yd- shared	6x/week	\$265.80	\$292.37	\$307.72	\$316.95	\$321.29

3 cu yd- compactor	1x/week	\$108.18	\$118.99	\$125.23	\$128.98	\$130.60
3 cu yd- compactor	2x/week	\$216.09	\$237.69	\$250.16	\$257.66	\$261.09
3 cu yd- compactor	3x/week	\$324.00	\$356.39	\$375.09	\$386.34	\$391.57

3 cu yd- compactor	4x/week	\$431.91	\$475.09	\$500.03	\$515.03	\$522.05
3 cu yd- compactor	5x/week	\$539.82	\$593.80	\$624.96	\$643.71	\$652.54
3 cu yd- compactor	6x/week	\$647.74	\$712.50	\$749.90	\$772.39	\$783.02

4 cu yd	1x/week	\$118.29	\$130.11	\$136.93	\$141.04	\$142.89
4 cu yd	2x/week	\$236.36	\$259.99	\$273.63	\$281.84	\$285.66
4 cu yd	3x/week	\$354.44	\$389.87	\$410.33	\$422.63	\$428.43
4 cu yd	4x/week	\$472.51	\$519.75	\$547.03	\$563.43	\$571.20
4 cu yd	5x/week	\$590.58	\$649.63	\$683.72	\$704.23	\$713.97
4 cu yd	6x/week	\$708.65	\$779.50	\$820.42	\$845.03	\$856.74

4 cu yd- shared	1x/week	\$59.15	\$65.05	\$68.47	\$70.52	\$71.44
4 cu yd- shared	2x/week	\$118.18	\$129.99	\$136.82	\$140.92	\$142.83
4 cu yd- shared	3x/week	\$177.22	\$194.93	\$205.16	\$211.32	\$214.21
4 cu yd- shared	4x/week	\$236.25	\$259.87	\$273.51	\$281.72	\$285.60
4 cu yd- shared	5x/week	\$295.29	\$324.81	\$341.86	\$352.12	\$356.98

4 cu yd- shared	6x/week	\$354.33	\$389.75	\$410.21	\$422.52	\$428.37
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4 cu yd- compactor	1x/week	\$144.10	\$158.50	\$166.81	\$171.81	\$174.10
4 cu yd- compactor	2x/week	\$287.98	\$316.77	\$333.39	\$343.39	\$348.08
4 cu yd- compactor	3x/week	\$431.86	\$475.04	\$499.97	\$514.97	\$522.05
4 cu yd- compactor	4x/week	\$575.75	\$633.31	\$666.55	\$686.54	\$696.03
4 cu yd- compactor	5x/week	\$719.63	\$791.58	\$833.13	\$858.12	\$870.01
4 cu yd- compactor	6x/week	\$863.51	\$949.85	\$999.71	\$1,029.70	\$1,043.99

(4) MONTHLY ORGANIC SERVICE RATES FOR MULTI-FAMILY RESIDENTIAL (MFR) OVER 4 UNITS AND COMMERCIAL SERVICE BY FREQUENCY AND CONTAINER SIZE (IN CUBIC YARDS).

Service Type	Frequency of pick up	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
64 gallon	3x/week	\$79.01	\$86.90	\$91.45	\$94.19	\$95.39
1 cu yd	1x/week	\$83.11	\$91.40	\$96.20	\$99.08	\$100.34
2 cu yd	1x/week	\$166.09	\$182.69	\$192.27	\$198.04	\$200.56
3 cu yd	1x/week	\$249.08	\$273.97	\$288.35	\$297.00	\$300.77

4 cu yd	1x/week	\$332.06	\$365.26	\$384.43	\$395.96	\$400.99
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(C) MONTHLY SOLID WASTE SERVICE RATES FOR 1X/ WEEK COMMERCIAL CART SERVICE BY QUANTITY OF CARTS.

Service Type	Frequency of pick up	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
1 96-gallon cart	1x/week	\$36.51	\$40.15	\$42.26	\$43.52	\$44.01
2 96-gallon cart	1x/week	\$73.03	\$80.31	\$84.51	\$87.04	\$88.01
3 96-gallon cart	1x/week	\$109.54	\$120.46	\$126.77	\$130.56	\$132.02
4 96-gallon cart	1x/week	\$146.06	\$160.61	\$169.02	\$174.08	\$176.03
5 96-gallon cart	1x/week	\$182.57	\$200.77	\$211.28	\$217.60	\$220.04
6 96-gallon cart	1x/week	\$219.09	\$240.92	\$253.53	\$261.12	\$264.04

(1) This rate is in effect for existing commercial customers receiving this service type. This service type will not be offered for new commercial accounts as of July 1, 2024.

(D) MONTHLY RECYCLED AND GREENWASTE/ORGANICS SERVICE RATES FOR 1X/ WEEK COMMERCIAL CART SERVICE.

Service Type	Frequency of pick up	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
1 96-gallon cart	1x/week	\$21.41	\$21.41	\$21.41	\$21.41	\$21.41

(1) This rate has been effective since September 1, 2021, and is for existing commercial customers receiving this service type. This service type will not be offered for new commercial accounts as of July 1, 2024.

(E) SERVICE PULL RATES FOR INDUSTRIAL COLLECTION.

Service Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Up to 10-cu yd Roll Off Bin (max 10 tons)	\$269.43	\$296.38	\$311.94	\$321.30	\$325.79
Up to 13.4 cu yd Roll Off Bin (max 10 tons)	\$269.43	\$296.38	\$311.94	\$321.30	\$325.79
Up to 20 cu yd Roll Off Bin	\$269.43	\$296.38	\$311.94	\$321.30	\$325.79
Up to 20 cu yd Compactor	\$269.43	\$296.38	\$311.94	\$321.30	\$325.79
Up to 30 cu yd Roll Off Bin	\$269.43	\$296.38	\$311.94	\$321.30	\$325.79
30 cu yd Compactor	\$269.43	\$296.38	\$311.94	\$321.30	\$325.79
40 cu yd Roll Off Bin	\$269.43	\$296.38	\$311.94	\$321.30	\$325.79
40 cu yd Compactor	\$269.43	\$296.38	\$311.94	\$321.30	\$325.79

(F) DAILY AND MONTHLY RENTAL RATES FOR INDUSTRIAL BINS.

Service Type	Rental Frequency	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028

10 cu yd Roll Off Bin	Monthly / Daily	\$46.45 \$1.53	\$47.84 \$1.57	\$49.28 \$1.62	\$50.76 \$1.67	\$52.28 \$1.72
13.4 cu yd Roll Off Bin	Monthly / Daily	\$49.99 \$1.64	\$51.49 \$1.69	\$53.03 \$1.74	\$54.62 \$1.80	\$56.26 \$1.85
20 cu yd Sealed Roll Off Bin	Monthly / Daily	\$67.30 \$2.21	\$69.32 \$2.28	\$71.40 \$2.35	\$73.54 \$2.42	\$75.75 \$2.49
30 cu yd Roll Off Bin	Monthly / Daily	\$58.05 \$1.91	\$59.79 \$1.97	\$61.58 \$2.02	\$63.43 \$2.09	\$65.33 \$2.15
40 cu yd Roll Off Bin	Monthly / Daily	\$66.48 \$2.19	\$68.47 \$2.25	\$70.52 \$2.32	\$72.64 \$2.39	\$74.82 \$2.46
40 cu yd Sealed Roll Off Bin	Monthly / Daily	\$87.09 \$2.86	\$89.70 \$2.95	\$92.39 \$3.04	\$95.16 \$3.13	\$98.01 \$3.22

**(G) RATES FOR SOLID WASTE WALKING FLOOR TRANSFER TRAILER RATES
FOR INDUSTRIAL SERVICE PER PULL/TRANSFER.**

Service Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
53-Foot Walking Floor Trailer	\$384.86	\$398.34	\$412.28	\$426.71	\$441.64

Part 6. SEC. 19-204 is added to the new Division 7 of Article II of Chapter 19 and is titled as follows:

SEC. 19-204. SPECIAL COLLECTION SERVICES AND FEES

The following fees for special, non-property related solid waste services provided by the City are established and effective during the dates indicated, as follows:

(A) TIPPING FEES FOR INDUSTRIAL SERVICE PER TON OF WEIGHED MATERIAL AND SECURITY AND CONTAMINATION PREVENTION FEE.

Service Type	Waste Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Del Norte Tip Fee (Per Ton)	Solid Waste	\$93.88	\$103.27	\$108.69	\$111.95	\$113.52
Del Norte Tip Fee (Per Ton)	Comingled Recycling	\$44.26	\$48.68	\$51.24	\$52.77	\$53.51
Del Norte Tip Fee (Per Ton)	Green Waste	\$105.53	\$116.08	\$122.18	\$125.84	\$127.61
Del Norte Tip Fee (Per Ton)	Organics	\$171.95	\$189.14	\$199.08	\$205.05	\$207.92
Walking Floor Transfer Trailer Tip Fee (Per Ton)	Solid Waste	\$34.63	\$35.67	\$36.74	\$37.84	\$38.98
Landfill disposal Cost (Del Norte Facility Tip Fee)	Construction & Demolition Materials and associated Waste	\$130.98	\$131.78	\$139.92	\$143.48	\$147.13
Del Norte Tip Fee	Tires	\$272.00	\$280.16	\$288.56	\$297.22	\$306.14
Security and Contamination Prevention Fee (Monthly,	All	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12

Per Bin/Container)						
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(1) Tipping Fees for the above categories of waste shall be charged on a pro rata basis to be determined by the weight of the waste type beginning at one half ton and up.

(a) All waste disposed of pursuant to this subparagraph is designated as an industrial service due to the tonnage weight of waste being disposed of at the Del Norte Facility.

(b) The Walking Floor Transfer Trailer Tip Fee is limited to industrial customers receiving direct haul service to the Simi Landfill from the Customers Property.

(c) The security and contamination prevention fee is charged to all customers per container/bin per month. This fee is not applicable to residential and mobile home customers.

(2) Minimum Gate Fee. There shall be a minimum tipping fee for all waste types weighing under one half ton and those fees are as follows:

Service Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Minimum Gate Fee	\$28.41	\$29.26	\$30.14	\$31.04	\$31.97

(3) Host Fee. In addition to any applicable fees stated in this Division, the City charges a host fee of \$4.00 per ton of solid waste collected outside Oxnard city limits and delivered to the Del Norte Regional Recycling and Transfer Station.

(B) FEES FOR COMMERCIAL BIN RENTAL SERVICE FOR CONSTRUCTION AND DEMOLITION PROJECTS FOR 2 AND 4 CUBIC YARD BINS

Service Type	Waste Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Per Pull 2 cu yd	Any type except: furniture, mattress, appliances, dirt and concrete	\$43.87	\$46.25	\$48.12	\$49.73	\$51.14

Per Pull 4 cu yd	Any type except: furniture, mattress, appliances, dirt and concrete	\$56.83	\$60.50	\$63.12	\$65.18	\$66.81
2 cu yd Daily Rental fee	Any type except: furniture, mattress, appliances, dirt and concrete	\$0.24	\$0.25	\$0.26	\$0.27	\$0.28
4 cu yd Daily Rental fee	Any type except: furniture, mattress, appliances, dirt and concrete	\$0.30	\$0.31	\$0.32	\$0.33	\$0.34

(C) FEES FOR COMMERCIAL BIN RENTAL SERVICE FOR CONSTRUCTION AND DEMOLITIONS PROJECT FOR 10, 13.4, 20, 30 AND 40 CUBIC YARDS

Service Type	Waste Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Per Pull Fee for 10, 13.4, 20 30, and 40 cu yd bins	Construc- tion and Demolition Materials	\$269.43	\$296.38	\$311.94	\$321.30	\$325.79
10 cu yd roll off bin	Construc- tion and	\$1.53	\$1.57	\$1.62	\$1.67	\$1.72

Daily Rental fee	Demolition Materials					
13.4 cu yd roll off bin Daily Rental fee	Construction and Demolition Materials	\$1.64	\$1.69	\$1.74	\$1.80	\$1.85
20 cu yd roll off bin Daily Rental fee	Construction and Demolition Materials	\$2.21	\$2.28	\$2.35	\$2.42	\$2.49
30 cu yd roll off bin Daily Rental fee	Construction and Demolition Materials	\$1.91	\$1.97	\$2.02	\$2.09	\$2.15
40 cu yd roll off bin Daily Rental fee	Construction and Demolition Materials	\$2.19	\$2.25	\$2.32	\$2.39	\$2.46
40 cu yd roll off bin sealed Daily Rental fee	Construction and Demolition Materials	\$2.86	\$2.95	\$3.04	\$3.13	\$3.22

(1) Construction and Demolition Materials includes but is not limited to the following: lumber, drywall, metals, masonry (brick, concrete, etc.), carpet, plastic, pipes, cardboard, green waste related to land development.

(D) FEES FOR REPLACEMENT FOR NEGLECTED, DAMAGED, OR MISSING CONTAINERS.

Service Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Residential 96-gallon container	\$65.04	\$66.99	\$69.00	\$71.07	\$73.20

Residential 64-gallon containers	\$57.50	\$59.23	\$61.01	\$62.84	\$64.73
Commercial 1-cubic yard (lined)	\$1,111.00	\$1,144.33	\$1,178.66	\$1,214.02	\$1,250.44
Commercial 2-cubic yard (lined)	\$1,269.00	\$1,307.07	\$1,346.28	\$1,386.67	\$1,428.27
Commercial 3-cubic yard (lined)	\$1,399.00	\$1,440.97	\$1,484.20	\$1,528.73	\$1,574.59
Commercial 4-cubic yard (lined)	\$1,620.00	\$1,668.60	\$1,718.66	\$1,770.22	\$1,823.33
Industrial 1- cubic yard (lined)	\$1,111.00	\$1,144.33	\$1,178.66	\$1,214.02	\$1,250.44
Industrial 10- cubic yard (lined)	\$8,179.00	\$8,424.37	\$8,677.10	\$8,937.41	\$9,205.53
Industrial 13.4-cubic yard (lined)	\$8,802.00	\$9,066.06	\$9,338.04	\$9,618.18	\$9,906.73
Industrial 20- cubic yard (lined)	\$11,850.00	\$12,205.50	\$12,571.67	\$12,948.82	\$13,337.28
Industrial 30- cubic yard (lined)	\$10,221.00	\$10,527.63	\$10,843.46	\$11,168.76	\$11,503.82

Industrial 40-cubic yard (lined)	\$11,706.00	\$12,057.18	\$12,418.90	\$12,791.47	\$13,175.21
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(E) ADDITIONAL SERVICE REQUEST FEES FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS

Service Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Return Pick-up / extra Pick-up – automatic side loader	\$29.78	\$30.67	\$31.59	\$32.54	\$33.52
Return Pick-up / extra Pick-up – front loader	\$42.64	\$43.92	\$45.24	\$46.60	\$48.00
Bulky Pick-up (up to 5 household items)	\$45.00	\$46.35	\$47.74	\$49.17	\$50.65

(F) MISCELLANEOUS SPECIAL SERVICE FEES

(1) Freon Extraction Fee for residential and commercial purposes

Residential Application (refrigerator and air conditions)	\$30.00
Commercial Application (oversized units)	\$35.00

(2) Commercial Container Cleaning. Upon request of customer, the City will steam clean commercial containers of 2 and 4 cubic yard sizes, and commercial compactors. The City will pick up the container or compactor, transport to the City Yard for steam cleaning, and return the container or compactor to the customer's location. The fees are as follows:

Container Cleaning – up to 2 cu yd	\$40.00
Container Cleaning – up to 4 cu yd	\$60.00
Container Cleaning – Compactor	\$110.00

(3) Commercial and Industrial Castor Replacement. Customers may request replacement for a damaged castor or the City may replace the damaged castor without request by the customer if the damaged castor prevents the City from carrying out the associated solid waste service. The replacement castor fee is as follows:

2 & 4 cu yd Castor Wheel Replacement – Commercial	\$20.00 (per castor)
Castor Wheel Replacement – Industrial	\$30.00 (per castor)

(4) Commercial Container Security Locking Device. At the customer's request, the City will provide a security locking device for 2 and 4 cubic yard containers. The fee shall be **\$60.00** for each locking device per container and includes the device and installation.

(5) Change of Service Level. A fee of **\$5.00** shall be charged to the customer for each request to change their level of solid waste service.

(6) Residential or Commercial Tire Disposal Pick Up Service.

Tires: less than 36 inches	\$9.00 each
Tires: 36 inches to 60 inches	\$30.00 each
Tires: over 60 inches	\$200.00 each

(7) Add on Fees for Special Collection Services

Uncovered Loads Capable of Producing Litter (Per Ton)	\$5.00
Appliances Disposal	\$15.00
Container Delivery Fee (1, 2, 3, 4, 10, 13.4, 20, 30 and 40 cu yd)	\$15.00
Hard to Handle / Bulky Item Fee (per ton)	\$135.00
Special Handling (per ton)	\$65.00
Special Pull Offs (each plus the disposal fee)	\$75.00
Other Materials Not listed in Article II of Chapter 19 of Oxnard City Code.	\$60.00 per hour

Part 7. The provisions of this ordinance shall be applicable to all solid waste services provided and rates and fees incurred on and after July 1, 2024. Ordinance No. 2861 is repealed by this ordinance, effective July 1, 2024.

Part 8. If any term or portion of this ordinance is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect. Where that is the case, the City Council intends that the provisions of Ordinance No. 2861 that would have been repealed by this ordinance shall remain in effect as if this ordinance had not been adopted.

Part 9. The City Council exercises its independent judgment and made findings herein above, that this ordinance is not subject to CEQA pursuant to Public Resources Code section 21080(b)(8) and 21083 in conjunction with California Code of Regulations, Title 14, Chapter 3, section 15273 (CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies which the public agency makes appropriate findings pursuant to this section) , because the activity is covered by the general rule that CEQA applies only to projects that will have a significant effect on the environment. There is no possibility that the passage of this ordinance will have a significant effect on the environment and adoption of this ordinance is exempt from CEQA.

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Part 10. Pursuant to Government Code Section 36933(c)(l), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of the ordinance.

Part 11. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 3043 was first read on March 19, 2024, finally adopted on April 16, 2024 to become effective on July 1, 2024.

APPROVED AND ADOPTED this 16th day of April, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Adoption of Ordinance 3043 Establishing New ER Solid Waste Rates and Fees

City Council
April 16, 2024

Brian Yanez
Assistant Public Works Director

That the City Council:

1. Adopt Ordinance No. 3043 entitled "Ordinance of the City Council of the City of Oxnard to Establish New Solid Waste Rates and Fees for Customer Use and Service from the City's Environmental Resources Division;" and
2. Find that CEQA does not apply to this ordinance pursuant to Public Resource Code sections 21080(b)(8) and 21083 in conjunction with the exemption listed in Title 14 California Code of Regulations section 15273.

Background

Oxnard's Environmental Resources



34,000

Residential
customers



5,000

Commercial
properties



590,000,000 lbs.

of municipal solid waste handled*

+



49,800,000 lbs.

of recycled material*

sorted and diverted from the landfill

44,000,000 lbs.

of organic waste*



*In Fiscal Year 2022-2023. Numbers are approximate.

- August 2022, the City authorized Raftelis (City's Consultant), to perform a solid waste cost of service analysis and rate study to develop cost of service-based rates and fees
- In alignment with City staff's guidance, various sensitivity analyses were conducted and presented to City Council, exploring potential impacts such as no rate adjustment or no capital spending, among other factors
- Based upon the Fiscal Year 2023/24 cost-of-service study, the ER division expenditures are anticipated to materially outpace revenues resulting in a negative ending cash balance no later than Fiscal Year 2024/25 without any rate increases

Prop 218 Notice:

- Prior to the City adjusting any property-related fees, such as solid waste rates, the City must comply with Proposition 218
- Early February 2024, approximately 55,100 Proposition 218 Public Notices were mailed to all property owners and solid waste customers
- The Public Notice provided information on the City's proposed solid waste rate and fee increases, the proposed impact to solid waste customer utility bills
- The Public Notice provided Information on the Public hearing of March 19, 2024, and how to complete and submit a protest

- On March 19, 2024, the City Council conducted a public hearing in which the Council Members received public testimony and written public comments regarding the proposed solid waste rate adjustments
- Council members asked questions to City Staff regarding the proposed rates and fees
- The Council members considered all information presented on whether to approve or deny the new rates and fees

- The City Clerk counted all of the Prop 218 protests in view of the public at the Public Hearing of March 19, 2024, and 810 protests were received
- A majority of protest was not obtained to validate the protest
- Council voted 6-0 in favor of adopting the proposed solid waste rates and fees with one Council member absent
- If adopted, the Solid Waste rates and fees adjustments will begin on July 1, 2024, and continue through FY 2028-29

The passage of the solid waste rate increase is taking the necessary steps to improve financial performance. To strengthen the solid waste system's financial standing, rates must be increased. As noted above, to provide revenue that will meet sustainable critical operations and maintenance, and fund capital expenditures.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.2

DATE: April 16, 2024

TO: City Council

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

SUBJECT: Agreement 32500002 with JAS Landscape LLC for Landscape Maintenance Services within Community Facilities District No. 4. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with JAS Landscape, LLC in the amount not to exceed \$2,721,267 for the maximum five-year term of the Agreement, with the initial agreement term ending June 30, 2025, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on June 30, 2029, for landscape maintenance services within Community Facilities District No. 4.

(Public Works and Transportation Committee approved 3-0 on March 26, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/80svqZRSpD8>

BACKGROUND

The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including Community Facilities District No. 4 ("CFD-4" or "Seabridge"). Each of these Special Districts have specific individual authorized services and improvements, including but not limited to; park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains. Properties within each District are assessed an annual parcel assessment for the purposes of maintaining these and other authorized services and improvements within their District. Since 2021, Brightview Landscape has provided the landscape maintenance services for CFD-4, but they did not submit a bid for the new Agreement.

The Seabridge CFD was established in 2004 to pay for the cost and expense of providing public services within the development, which includes, but is not limited to the following (per Formation Documents):

- Maintenance of parks, parkways, and open-space.
- The dredging and remediation costs to maintain the adjacent waterways and public boat docks.
- Costs incurred in the establishment of the District and levy of the special tax.
- The administrative costs of the District that are provided by the City of Oxnard.
- Flood control and storm drain protection services.
- Police protection services that include the enforcement of City Codes relating to the waterways.

CFD-4 is the second largest special financing district that is managed by the Special Districts Division of Public Works. CFD-4 is a 122-acre development and is directly managed by a Project Manager and Landscape Maintenance Inspectors, who perform direct maintenance and inspect the contracted services.

JAS Landscape LLC (“JAS”) specializes in providing a full spectrum of landscape maintenance services, including but not limited to tree trimming, tree removal, lawn care, and irrigation installation and maintenance.

Agreement 32500002 is a new stand-alone Professional Services Agreement and not an extension of the previous landscape agreement or amendments.

DISCUSSION

The Purchasing Department released a Request for Bid (RFB) PW24-76 for the Landscape Maintenance of CFD-4 (Seabridge) on January 12, 2024, with a bid due date of February 8, 2024. The RFB received a total of five (5) bids from the following contractors: JAS Landscape LLC, Garcia’s Landscape Maintenance, Inc, Natural Green Landscape, Inc., Mariposa Landscape, Inc., and SGD dba Four Seasons Landscaping.

Each bid was evaluated based on the total cost for all monthly services levels, including the one-time “As Needed/As Required” and “Additional/Irregular Services”, which were consolidated into an aggregate cost to determine the lowest bidder. The aggregate bid totals received are as follows:

Bidder	Total Bid Price (Aggregate)
JAS Landscape LLC	\$38,203.00
Garcia’s Landscape Maintenance, Inc	\$41,404.75
Natural Green Landscape, Inc	\$42,495.00
Mariposa Landscape, Inc.	\$48,006.22
SGD dba Four Seasons Landscaping	\$51,463.54

The bids were reviewed by the Purchasing Department (Purchasing Manager, Buyer) and Special Districts Division (Special Districts Manager, Project Manager - Administration, and Project Manager - Operations). JAS Landscape LLC is determined to be the lowest, responsive bidder pursuant to the process outlined in the Oxnard Municipal Code.

Staff has confirmed that JAS Landscape LLC meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filings with the California Secretary of State. Based upon the available information, research performed to date, and past services provided by the company to the City, staff believes that the contractor is capable of satisfactorily providing the necessary services.

Services to be completed by the Contractor are categorized as follows:

1. Execution of the Maintenance Program as described in Sections 1 through 4 of the Scope of Work. This includes but is not limited to:

- Providing high-level landscape services to the Seabridge community in a professional manner;
- Providing all equipment and materials necessary to complete the tasks as outlined in the Scope of Work;
- Complete management of turf, hardscape, shrubs and groundcover, tree care, and irrigation systems;
- Soil testing and the proper application of the appropriate fertilizers and herbicides;
- Sitewide debris control, including emptying trash cans, dog bag stations, and maintaining all hardscape and riprap areas; and
- Verifying proper operation and general cleanliness of park amenities and restrooms.

2. Execution of As-Needed Services at the direction of the Project Manager. This includes but is not limited to:

- Providing extra labor for specific landscape projects that includes medium duty equipment when necessary;
- Provision of additional landscape maintenance tasks when requested in addition to the Maintenance Program; and
- Renovation of specific turf and planter bed areas as directed by the Project Manager.

All services provided will be based on available funding and JAS Landscape LLC will only be compensated for those services that they actually provide. Special Districts staff meet with the Seabridge Homeowners Association Board (“Board”) and Landscape Committee regularly regarding their satisfaction with the contractor’s landscape performance. Additionally, this input is noted and discussed during the annual budget meetings to determine the community’s overall satisfaction with the landscape services, their preferred level of services, and the estimated annual costs for that level of service. Therefore, the annual landscape services, frequencies, and costs for CFD 4 include the input of the Seabridge community.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of this Agreement, if extended to its maximum allowable term of five (5) years, shall not exceed \$2,721,267. The estimated cost for the first year is \$492,480 with \$364,800 for regularly occurring services such as mowing, trash removal, etc. and the remaining \$127,680 available for one-time and on-call tasks that are not part of the routine services.

In comparison, during the previous three-year agreement with Brightview Landscape Services, FY 2023-24 pricing was \$255,048 for regularly occurring services and \$29,652 for one-time and on-call tasks. Staff expected an increase in contract costs due to substantial inflation since 2021, which has also occurred with other Special District landscape agreements. Additionally, the change in the scoping of the new agreement includes more landscape maintenance services on as-needed intervals for one-time and on-call requests from the Board and Landscape Committee.

Price increases and decreases are allowed under this Agreement. Increases to the Contract price may be requested by the Contractor and cannot exceed a 3% increase year over year. Any increase requested must be substantiated with supporting documentation such as documented increases in pricing, Consumer Price Index increases, or other cost increases that directly apply to the services rendered under this Agreement. If substantial price decreases are observed, the City reserves the right to request a reduction. Any change in pricing must be requested in writing and must be agreed to by both the City and Contractor prior to the changes taking effect. Prices may be adjusted per the language in the Agreement on an annual basis after the initial one (1) year term.

Funding for FY 2024-25 and subsequent fiscal years will be requested through the annual budget process. This Agreement will be funded in its entirety from the CFD-4 Professional Services account, 60403801-53200.

There is no impact on the General Fund.

Services	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	Total
Landscape Services	\$364,800	\$383,040	\$402,192	\$422,302	\$443,418	\$2,015,752
As Needed Services	\$127,680	\$134,064	\$140,768	\$147,806	\$155,197	\$705,515
Total	\$492,480	\$517,104	\$542,960	\$570,108	\$598,615	\$2,721,267

It should be noted that the total annual amounts shown in the table above do not equal a 12-month direct comparison of the bid price calculation due to two reasons: First, the total bid price of \$38,203.00 is an aggregation that includes “As-Needed” costs for services within Section 5 of the Scope of Work. Second, during the budget development process and

throughout the fiscal year, staff anticipates requests from the Seabridge community for landscape services that are not included in the scheduled Landscape Maintenance services. Funds not used in any fiscal year are returned to the CFD's fund balance for future use.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 26, 2024 to approve the staff recommendation and to forward the item for Council approval. The agreement number has since been updated from 32400452 to 32500002 due to agreement starting in new fiscal year 2025.

Prepared by: Steve Howlett, Assistant Public Works Director, Eric Storrie, Special Districts Manager

ATTACHMENTS

1. Agreement #32500002 JAS Landscape LLC
2. City of Oxnard Special Districts List
3. City of Oxnard Special Districts Map
4. City of Oxnard Maintenance Service Level Document
5. Presentation

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND JAS LANDSCAPE LLC

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of JAS Landscape LLC ("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. Landscape Maintenance Services CFD-4 (Seabridge).

This Agreement is for landscape maintenance and services for Communities Facility District 4 ("CFD"). The Agreement includes general landscape maintenance services. Service levels may fluctuate from year to year depending on the CFD's property assessment and maintenance needs as may be determined by its members at a predetermined service level attached to this agreement.

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

JAS Landscape LLC ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 2225 River Ridge Rd., Oxnard, CA 93036.

3. TERM OF AGREEMENT: From: July 1, 2024 To: June 30, 2025

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (4) four 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.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) 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 13 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 22 of this Agreement.

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 NOT TO EXCEED: \$2,721,267

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:	Service Level Document
Exhibit C:	Schedule of Compensation
Exhibit D:	Insurance Requirements: City Insurance Exhibit INS-D
Exhibit E:	Living Wage Policy
Exhibit F:	Prevailing Wage Policy
Exhibit G:	Iran Contracting Certification
Exhibit H:	Citation Form
Exhibit I:	Seabridge Development Landscape Quantities Study Maps

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: George Rivera, Jr.	Name: Alejandro Lopez
Title: Project Manager	Title: Foreman
Phone: (805) 200-5713	Phone: (805) 432-1438
Email: George.RiveraJr@oxnard.org	Email: JAS.LLC.LANDSCAPE@gmail.com
Mailing Address: 1060 Pacific Ave, Bldg. 1, 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," and "Service Level: attached to and incorporated into this Agreement as "Exhibit A and B." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City no less than (24) hours in advance, in writing, if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) and the Service Level (Exhibit B) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a \$250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. The service provider shall not be issued a citation

for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit H.

11. 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 C." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 14 of this Agreement, and may be subject to approval by the City Council.

11.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. 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.

12.1 Payment Request. SERVICE PROVIDER shall submit a payment request to the 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: SDInvoices@oxnard.org.

12.2 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.

12.3 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.

12.4 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.

13. 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, then this Agreement shall not be extended.**

14. 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.

15. 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 22 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.

16. 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.

17. 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.

18. 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.

19. 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.

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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.

19.6. 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.

19.7. 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.

20. 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.

21. 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. Notice shall be given in the manner set forth in section 22.

22. 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.

23. 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.

24. 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.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 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.

25.2 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.

25.3 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 26. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

25.4 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.

26. 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 D". 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.

27. 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 E" 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.

28. PREVAILING WAGE REQUIREMENTS.

28.1. 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. Please see "Exhibit F" for further information regarding Prevailing Wage requirements.

28.2. 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>

28.3. 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.

28.4. 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.

29. 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.

30. IRAN CONTRACTING ACT

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars (\$1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as "Exhibit G."

31. 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.

32. 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.

33. 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 the 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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 or electronic 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.

43. 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.

44. 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 effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

JAS LANDSCAPE LLC

☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Jennifer Yates,²
Purchasing Manager

Jesus Lopez, CEO _____ Date

Remedios Lopez _____ Date
Owner³

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

³ 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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT (CITY of Oxnard and JAS Landscape LLC)

SCOPE OF SERVICES

CITY OF OXNARD COMMUNITY FACILITIES DISTRICTS (CFD) STANDARD LANDSCAPE MAINTENANCE & SERVICE SCOPE OF WORK

The level of service for the CFD may change at the beginning of its fiscal year based upon the level of service requested by the members of the CFD. The level of service required for the CFD is included in Exhibit B to this Agreement.

Section 1 LICENSING AND GENERAL NOTES

1.1 *Licensing and Professional Certification*

Required:

SERVICE PROVIDER/CONTRACTOR must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this contract.

Contractor's pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this contract.

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City throughout the duration of this contract.

1.2 *General Notes*

The level of service for the District may change at the beginning of its fiscal year based upon the level of service requested by the District's residents. The level of service document is included in **Exhibit B** to this Agreement. Maps of specific District areas and features relevant to this scope of work are included as **Exhibit I** to this Agreement. Quantities of assets (such as trash cans, BBQ's, mutt mitt stations, etc.) may not be exact and must be verified by the Contractor prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City's Project Manager in consultation with the Contractor.

Section 2 General Expectations

2.1 Contractor Responsibilities and Standard of Care

The following items are a list of general responsibilities the Special District's Division expects the Contractor to perform during the course of fulfilling this contract. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Contractor by the City of Oxnard.

- i. Contractor must ensure the public's safety when performing services.
- ii. Contractor will be required to provide staff uniforms that uniquely identify them as crew members assigned to this contract. If the Contractor maintains contracts with HOAs or businesses within the City, the Contractor shall be required to have their staff wearing uniforms which clearly identify them from other Contractor's staff working in the HOA or business areas. Uniforms shall be agreed upon between Contractor and the Project Manager prior to the start of any work.
- iii. Contractor shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.
- iv. Contractor shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person in the vicinity of operations.
- v. Contractor is responsible for repairing damage to the irrigation system caused by Contractor i.e., irrigation boxes being damaged or destroyed by mower blades.
- vi. Emergency Services: Contractor shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Contractor shall arrive at the site and report status within two (2) hours from the time of notification.
- vii. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Special District's Project Manager.
- viii. Contractor shall provide an organizational chart that identifies numbers of staff dedicated to this contract and their intended responsibilities.
- ix. The Contractor will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, brick, pavers, glass, all weather turf, etc. that is caused by the Contractor's error. Replacement of any damaged material will be the responsibility of the Contractor and will be subject to the acceptance of

the City's Project Manager.

- x. Contractor is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites within this contract. Contractor is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.
- xi. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedules and at the expense of the Contractor.
- xii. Upon written permission by the City's Project Manager, Contractor may procure and store a roll-off bin at a site agreed upon by the Project Manager for green waste.
- xiii. Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each City of Oxnard to determine if there are deficient areas prior to the beginning of services. After the inspection, any noted deficiencies will be corrected prior to handing responsibility over to the Contractor for that area. For example, if there are broken sprinkler heads, repairs will be made to correct them and the Contractor will be responsible for the maintenance after that correction is complete.
- xiv. Contractor or representative shall be available to perform regular inspections of the City of Oxnard (s) with the Project Manager or his or her representative. Inspections shall occur at least once per month at an agreed-upon time.
- xv. The Contractor shall be required to respond within 90 minutes to any inquiries made between the hours of 7:00 am to 4:00 pm Monday through Friday. Inquiries received on weekends and holidays must be replied to at the first available opportunity the following Business Day. This is in regards to all inquiries unless otherwise noted with further detail in the following sections of this Scope.
- xvi. Contractor is responsible for traffic control for work within the public right-of-way. If required by the City, the Contractor must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless Contractor elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working

condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

- xvii. In the event of inclement weather, Contractor remains responsible for providing services. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, the Contractor is to exhaust all other means of providing service prior to ending any service days in any City of Oxnard. The Contractor is responsible for providing for the safety of their crews and in the event that crews will not be on site due to weather conditions, the Contractor must notify the Project Manager in writing.
- xviii. Contractor will be required to utilize the maintenance reporting software designated by the Project Manager or his or her representative during the term of the contract. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

2.2 *Equipment and Materials*

Contractor shall provide at cost all labor, equipment, materials, supplies, tools, and transportation including but not limited to:

- i. Hauling
- ii. Chemicals
- iii. Mulch
- iv. Dumping
- v. Irrigation Parts
- vi. Seed
- vii. Batteries
- viii. Insecticides
- ix. Herbicides
- x. Fertilizers
- xi. Surfactants
- xii. Humectants
- xiii. Fuel
- xiv. Fungicides
- xv. Chemicals
- xvi. Amendments
- xvii. Tree stakes
- xviii. Fasteners
- xix. Rodent control devices

And all other labor, equipment, materials, supplies, tools, and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

2.3 **General Maintenance**

Contractor shall perform all work necessary to complete the contract in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below:

- i. **Turf Management:** routine mowing, trimming, fertilization, watering, weed abatement.
- ii. **Hardscape Management:** routine sweeping, litter and trash removal, pressure washing, catch basins, storm drains, swales, driveway/aprons, parking lots and sidewalks.
- iii. **Shrub/Pruning & Groundcover:** routine weeding, cultivation, fertilization, weed abatement, and pruning.
- iv. **Tree Care:** lifting limbs, removing broken branches.
- v. **Irrigation – Operation, Programming and Maintenance:** includes parts and labor for daily irrigation and repairs.

2.4 **Vandalism and Theft**

The Contractor shall include all labor costs for repairs within the Proposal for items damaged due to vandalism or theft. City shall provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. Contractor shall coordinate replacements and repairs with the Project Manager.

Section 3 **Parks and Facilities Maintenance Schedule and Reporting**

3.1 **Creation of Schedule**

Prior to beginning services under this Agreement, Contractor shall determine a schedule in cooperation with the City's Project Manager for recurring (daily, weekly, monthly) grounds maintenance (mowing, pruning, irrigation inspections etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Contractor is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4. Weekend and Holiday staffing will be determined as necessary by the Contractor to address maintenance requirements.

For non-recurring (quarterly, bi-annually, annually, irregular schedule, as needed) grounds maintenance (fence cleaning, sign cleaning, etc.), Contractor shall submit a monthly work schedule that outlines work for the upcoming month no later than one-week prior the start of the month.

If for any reason there is an anticipated variation to the provided schedule Contractor shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contractor will be required to resume work as soon as possible in accordance with the annual schedule and contract specifications.

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

3.2 Parks and Facilities Inspections and Reports

Contractor will be required to utilize the maintenance reporting software as determined by the City and report daily work being performed on designated service days with pictures and comments detailing work that has been completed. Contractor's lead worker(s) and/or irrigation tech(s) shall be required to keep the maintenance reporting software active on device for the duration of time while on site. The following reports will be required from the Contractor on a monthly basis:

- i. A **Tree and Plant Health Inspection Report** using the maintenance reporting software for the entire property.
- ii. A **General Inspection Report** detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the City's maintenance inspection report and feedback provided by the Project Manager and Landscape Maintenance Inspector
- iii. An **Irrigation Report** detailing deficiencies discovered, their repair, and any additional irrigation tasks to be completed on designated service days.

Contractor reports shall include photographs of any repairs or enhancements made to a location within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

Section 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Including but not limited to: soil amendment, fertilization, pre and post-emergent herbicides, dethatching, aerating, proper mowing practices, etc. The following specifications shall be performed by the Contractor as a part of the **Turf Management Program**:

- i. **All Turf Areas:** these areas shall be inspected daily for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.
- ii. The Contractor shall perform or cause to be performed on an annual basis up to ten (10) soil tests at locations determined in cooperation with the Project Manager with sites clearly marked so as not to confuse results. Results are to be compiled and provided to the Project Manager in a report suitable for filing.
- iii. The results of the soil analysis will determine the development of the **Turf**

Management Program and the Turf Action Schedule.

- iv. Soil tests shall include but not be limited to measurements/values for the following items:
 - Soil class:** Each soil sample is classified according to humic matter content. The classes are:
 - MIN:** Mineral soil. Low percentage of humic matter.
 - M-O:** Mineral-organic soil. Medium percentage of humic matter.
 - ORG:** Organic soil. High humic matter content.
 - HM percent:** Humic matter percent is a measure of the chemically active fraction of organic matter.
 - W/V:** The soil weight/volume is shown in grams/cubic centimeter and is used to determine the soil class.
 - CEC:** Cation exchange capacity is a measure of the soil's capacity to hold basic cations such as potassium, calcium, and magnesium, plus the acidic cations hydrogen and aluminum.
 - BS%:** Base saturation percent is the percent of the CEC that is occupied by the basic cations [potassium (K), calcium (Ca), and magnesium (Mg)]. BS% indicates the pH and lime status of the soil.
 - Ac:** Exchangeable acidity is the portion of the CEC that is occupied by acidic cations [Aluminum (Al), hydrogen (H)].
 - pH:** Soil pH is a measure of the active acidity [hydrogen (H)] in the soil solution.
 - P-1 and K-1:** Phosphorus (P) and potassium (K) are shown as indexes used to evaluate nutrient availability to plants.
 - Ca and Mg%:** Both calcium (Ca) and magnesium (Mg) are shown as percentages of CEC.
 - S** (sulfur), **Mn** (manganese), **Zn** (zinc), **Cu** (copper).
 - SS-1:** The soluble salt index.
 - Na:** Sodium.
 - N (nitrogen).**
- v. Contractor shall provide a detailed comprehensive, environmentally sensitive **Turf Action Schedule** using a synthetic and/or organic approach which outlines the application of fertilizer, insecticide, herbicide and disease control programs that maintains turf in a healthy, vigorous, growing condition with no weeds, disease or insect issues to create a dense crop of turf based on the intended use of the community.
 - a. The **Turf Action Schedule** shall be reviewed and approved by the City's Project Manager prior to implementation.
 - b. The **Turf Action Schedule** shall be due to the Project Manager no later than one month after the sample was taken of each contract year.
 - c. The **Turf Action Schedule** shall outline the chemical type, analysis, timeline for application, and intended application rates.
 - d. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
- vi. Proper and necessary horticultural practices shall be used to achieve clean,

- green, and safe turf given the high visibility of the turf and landscape at these facilities.
- vii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
- viii. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight-line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement. All turf is to be debris, litter, and hole free. Holes are defined as a depression where a community member may trip regardless if turf grass is present in the depression.
- ix. All turf areas shall be cut to maintain a consistent year-round height of 2-3 inches.
- x. Alternating mow patterns are required in order to reduce "tracking."
- xi. The Contractor is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
- xii. Contractor must replant turf areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

4.2 **Herbicides**

The goal of the **Herbicide Program** is to maintain turf and planters free from weeds which includes, but is not limited to, Poa Annua, Horseweed, Kikuyu grass, or other invasive crop damaging weeds. The following items shall be fulfilled through the Contractor's Herbicide Program:

- i. All turf must contain less than 3% invasive weeds year-round.
- ii. Herbicides must be applied at maximum rates unless advised by the City's Project Manager.
- iii. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
- iv. Pre-emergent herbicide shall be applied a minimum of two (2) times per year.
- v. Post-emergent applications should be proactive based on weekly inspection findings.
- vi. Herbicide cost should be figured into the base bid.
- vii. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager.
- viii. Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Contractor is to provide a second service date upon completion of the initial application and post notices accordingly.

- ix. Contractor shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Contractor provided at Contractor's expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.
- x. Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds.
- xi. Tree wells should be maintained by a herbicide approved by the Project Manager or his or her representative.

4.3 Pesticides/Insecticides and Disease Control

The goal of the **Pesticides/Insecticides and Disease Control Program** is to ensure all plant material is maintained free of diseases and pests which includes, but is not limited to, phytophthora, pythium parasites, root fungus and other plant damaging diseases, mole crickets, army worms, sod webworms, fire ants, cutter ants, grubs, chinch bugs, mealy bugs, boring beetles, and other invasive damaging insects, gophers, moles, and other vertebrate pests, year round. The following items shall be fulfilled through the Contractor's Pesticides/Insecticides and Disease Control Program:

- i. All control methods used in the execution of the Contractor's program shall be used in accordance with their labels.
- ii. The **Turf Action Schedule** should figure in preventative applications as well as reactive applications.
- iii. Wasp/Hornet control shall occur as needed on and around the exterior of District facilities to control wasps/hornets.
- iv. Trees may be treated via injection, root soak, or other methods to control pests and diseases as necessary.
- v. Chemical cost should be figured into the base bid.
- vi. All pesticides/insecticides/fungicides use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager.
- vii. Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application of pesticides/insecticides/fungicides. For follow-up applications, the Contractor is to provide a second service date upon completion of the initial application and post notices accordingly.
- viii. Contractor shall ensure proper signage is installed prior to chemical application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Contractor provided at Contractor's expense and include a map of the area treated, the label of the chemical

applied, and a warning to avoid the area for a time no less than what is recommended on the label.

4.4 Irrigation Maintenance

The goal of the **Irrigation Maintenance Program** is to maintain a properly functioning and effective irrigation system that preserves water resources and ensures proper plant health. The following list shall be addressed through the Contractor's **Irrigation Maintenance Program**:

- i. Sprinkler heads, spray patterns, and controllers shall be inspected on a weekly basis when systems are in operation.
- ii. Breaks, leaks, and malfunctions of unknown and uncontrollable sources shall be repaired by the contractor. Missing or damaged valve box lid replacements are to be replaced by the contractor as a high priority due to safety issues.
- iii. Cost for material, supplies and equipment for repairs will be the responsibility of the contractor.
- iv. Vandalism or accidental damage not caused by the Contractor shall be reported immediately to the Project Manager. Upon the approval of the Project Manager or his or her representative, the Contractor shall provide the labor and materials necessary to repair the damage at an additional expense to the City of Oxnard.
- v. All irrigation sprinkler head repairs will be made using original system specified Rainbird and Hunter products (or an approved equal).
- vi. Emergency calls regarding malfunctioning irrigation equipment shall be answered within 90 minutes during regular business hours or within 24 hours on weekends and Holidays by the Contractor if a condition exists in which water is running freely or in which the Project Manager requests immediate attention for safety reasons.
- vii. Contractor shall notify the Project Manager of system malfunction via email or phone call within 24 hours of discovering the problem.
- viii. Contractor shall assist the City of Oxnard with as needed system shutdowns due to random events, natural disasters, or related events.
- ix. Contractor will be responsible for the programming, maintenance, and repairs on the specific irrigation zones and programs per applicable facility and park.
- x. Irrigation enclosures such as controller pedestals and pump enclosures shall be kept clean and free of dirt, grass, and debris.
- xi. Contractor is required to use iCentral, Rainbird, or similar product if irrigation systems are centrally controlled for the control and monitoring of all irrigation systems.
- xii. All routine maintenance labor shall be provided at the Contractor's expense as a component of the landscape services as a component of the landscape services.
- xiii. Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas.
- xiv. In the event of irrigation failure or poor coverage, water shall be provided to affected areas via quick coupler and hose bib, Contractor is responsible for

- ensuring proper coverage through manual or automatic means at all times.
- xv. Water runoff shall be kept to an absolute minimum.
 - xvi. Scheduling shall be the responsibility of the Contractor, however, the City reserves the right to require the Contractor to change watering schedules as necessary.
 - xvii. Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810 or most recent drought declarations made by the Oxnard City Council.

4.5 Shrub, Vine, and Groundcover Maintenance

The goal of the **Shrub, Vine, and Groundcover Maintenance Program** is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Contractor's Shrub, Vine, and Groundcover Maintenance Program:

4.5.1 Pruning and Edging

- i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Contractor shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.
- ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
- iii. Contractor shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers and undesired growth shall be removed during pruning services. Tree and shrub branches should be pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.
- iv. Limbs less than 9' feet above sidewalks and 13' above streets shall be proactively removed.
- v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
- vi. "Natural" areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lot, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
- vii. All debris from pruning shall be removed from the site and disposed of.

4.5.2 Landscaped Beds

- i. Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained in a manner to

- control and strive to eliminate weeds.
- ii. All landscape beds shall remain free of litter, debris, and weeds. **Weeds sprayed with herbicide must be removed after plant death.**
- iii. "Natural" areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
- iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
- v. Any necessary restructuring shall be reviewed and mutually approved by the Project Manager and Contractor.
- vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.
- vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.
- viii. Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes.
- ix. All pruning debris shall be removed from the site at the Contractor's expense.
- x. Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.
- xi. During the course of this Agreement, Contractor shall install up to 2,000 cubic yards of mulch per calendar year at no additional cost to the City. City reserves the right to inspect mulch prior to installation. Mulch may be applied to, but is not limited to, the following areas: planters, tree wells, pathways, medians, and parkways. Mulch may be applied via blower or by hand if appropriate.

4.6 **Tree Maintenance**

The goal of the **Tree Maintenance Program** is to maintain the health of and promote safe growth of the District's urban forest. **Tree pruning beyond the reach of a standard 13 ft. pole saw extension is not required under the scope of this agreement.** The following items shall be addressed through the Contractor's Tree Maintenance Program:

4.6.1 Pruning

- i. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication.
- ii. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches.
- iii. Clearance 9 ft. above walkways and 13 ft. above streets will be maintained at all times.
- iv. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree.
- v. Raising shall consist of selective pruning to provide specified vertical clearance.
- vi. Reduction shall consist of selective pruning to decrease height and/or spread as specified.
- vii. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure.
- viii. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.
- ix. Small or young trees are to be pruned (trained) during the fall and winter season.
- x. The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.
- xi. Tree stakes will be maintained to achieve their intended purpose. Unless otherwise necessary to keep the tree upright, stakes shall be removed one year after the installation of a tree or shrubs, even if the tree/shrub was installed by another contractor.
- xii. Root pruning to prevent concrete displacement or root encroachment may be required as well as the installation of 12" root barriers after pruning.
- xiii. There shall not be any removal of trees under this Scope of Work.
- xiv. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year.
- xv. A four-inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/ground cover roots.
- xvi. Roots growing around the base of the tree causing girdling to the trunk area are to be removed.
- xvii. Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the

remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk.

4.6.2 Fertilization

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

4.6.3 Tree Rings

- i. Mulch shall be installed 4 inches to 6 inches away from the root flare or root collar of the tree. "Volcano" mulch rings are not acceptable.
- ii. Tree rings shall be kept free of weeds through either chemical or manual means.
- iii. Tree rings shall be kept free of weeds as a part of the **Turf Action Schedule**.

4.7 General Site Maintenance

The goal of the **General Site Maintenance Program** is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Contractor's General Site Maintenance Program.

4.7.1 Hardscape Management

- i. Cracks in hardscape areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, etc.
- ii. Decomposed Granite - apply herbicide to ensure a weed free decomposed granite area (paths, trails, etc.).
- iii. Blowing - removal of debris by blowing from parking lots, internal park pathways, play structures, and other hardscapes (parking areas and walkways) and softscape areas (i.e. decomposed granite) daily.
- iv. Playgrounds Safety Fall Surfacing- Maintain a level, debris free and safe play areas by way of raking, removing litter, spot treating weeds/grasses under swing sets, play equipment and general play area.

4.7.2 Litter and Debris Control

- i. General hardscape cleanup for trash and debris (including palm fronds) shall occur daily.
- ii. All areas of maintenance responsibility, including but not limited to

paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, leaves, grass cuttings, dirt, mud and litter, including broken glass or other such debris.

- iii. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense.
- iv. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
- v. Trash cans (including "Mutt Mitt" stations) shall be emptied no less than three times per week.

4.7.3 Park Amenities

- i. Contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to play structures, exercise stations, restrooms, tennis courts, benches, picnic tables, trash receptacles and mutt-mitt stations.
- ii. Contractor is responsible for cleaning of park amenities including playgrounds, tennis courts, benches, picnic tables, trash receptacles, and dog mutt-mitt dispensers. BBQs within the parks should be checked twice per week. Cool coals and debris should be disposed of properly. Contractor shall pressure wash picnic pavilions. Additional pressure washing will be required on the day before and after a major holiday. Tennis and basketball courts are to be pressure washed quarterly.
- iii. Restrooms are to be opened and checked for proper operation by 8 AM Saturday through Sunday. If Contractor notices any park amenities that need service or repair, they are to be reported to the Project Manager or his or her representative for corrective action.
- iv. Contractor shall regularly inspect all electrical lighting systems for proper functioning and report deficiencies to the Project Manager or his or her representative. Any electrical hazards should be reported immediately to the Project Manager or his or her representative.

4.7.4 Graffiti

- i. Contractor shall include all labor and material costs for removal of graffiti from contracted areas. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted City of Oxnard that has been vandalized by graffiti. Graffiti shall be removed with chemical/pressure washer on all non-painted surfaces. Under no circumstances is graffiti to be painted over on sidewalks, curbs/gutter, block walls or pilasters, monument signs or similar items. Graffiti on

painted surfaces shall be removed and the area shall be repainted if necessary. Etching shall be sanded until the etching has been removed. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor or City staff to complete the removal. All Graffiti is generally considered the responsibility of the Contractor to remove and should be removed within 24 hours of notification. The expectation is that the Contractor will utilize maintenance staff that is already on property for the removal of this graffiti and not bring in extra staff for this task.

4.7.5 General Fence Maintenance

- i. If applicable to the District, on designated service days, Contractor shall perform a visual inspection of District maintained fencing, looking for missing and/or damaged parts, damaged or missing bars, loose footings, and chipped paint. Irrigation heads must be maintained in a manner as to not spray nearby fencing. Any issue found during inspections shall be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe. Pressure washing of fencing may be required at City Project Manager discretion.

4.7.6 Detention Basins and Drainage

- i. Where applicable, the Contractor is to maintain detention basins in good repair. This may include maintenance of turf areas and planters to the same standard as previously stated in this scope.
- ii. Landscape drains inlets and the outlet structures should be cleared of vegetation to ensure that flow restrictions do not occur. Special care shall be taken to ensure that prior to rain events, drains are clear and function as intended.

4.7.7 Waterways Riprap

- i. Where applicable, Contractor shall maintain the loose stone used to form the foundation for the breakwater along waterways within the maintenance area. This includes the treatment and abatement of weeds and removal of any debris from the riprap.
- ii. Contractor to provide aquatic safe herbicide chemicals for killing any present weeds. Contractor may be required to hand pull dead weeds herbicide can not be practically applied. This shall be completed quarterly at minimum. In the event of accelerated growth due to rain, the Contractor may be required to address the area with higher frequency.

Section 5 Additional/A La Carte Services

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the Project Manager.

5.1 Additional Labor

These services shall be bid at an hourly rate.

- i. Medium Equipment with Operator - Contractor shall provide a tractor (45 to 85 horsepower) with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.
- ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.
- iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

5.2 Piecework

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and method of work proposed prior to execution of each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

- i. Top Dressing - Top Dressing material and rates shall be per agronomic recommendations consistent with soils analysis performed within the **Turf Action Schedule**. Contractor shall provide a per 1,000 square foot cost to apply top dressing
- ii. Overseeding - Contractor shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.
- iii. Broadcast Fertilizer - Contractor shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. per 1,000 sq. ft..
- iv. Stump Grinding - Contractor will provide a price to grind a stump (all sizes) to 5" below grade.
- v. Tree Removal - Contractor will provide a price for the removal and legal disposal of trees 6 to 15-inch diameter at breast height (DBH), 16 to 22-inch DBH and 23-inch and over DBH via mechanical or non-mechanical means. Trees shall be removed to a height of 3" above grade.
- vi. Power Washing - Contractor shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Contractor may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.

- vii. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Contractor shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6" with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
- viii. Dethatching - Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of. Price will be per 1,000 square feet.
- ix. Mulch - Contractor will provide a per cubic yard price to install non-colored hardwood mulch to a depth of 3" where specified above and beyond the 2,000 cubic yards specified in the maintenance program.
- x. Decomposed Granite - Contractor will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
- xi. Landscape Pavers - Contractor will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the Project Manager) where specified. Price to include any subsurface site prep necessary.
- xii. Stones - Contractor to provide a single unit price for the installation of 12" to 24" and 24" to 36" stones.
- xiii. Sod Installation - Sod shall be of species type specified by the Project Manager, price will be per square foot.
- xiv. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot.
- xv. Pruning Vegetation and Trees - as identified in the Pruning scopes in Section 4 on a per hour basis.
- xvi. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
- xvii. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
- xviii. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.
- xix. Landscape Drainage - Installation of a buried french drain system 3" to 4" in diameter. Price shall be per linear foot.

5.3 Landscape Renovations

- i. Planter Bed Renovation - on a per square foot basis, Contractor shall provide a price for the general renovation of planter beds. Renovation should include additional soil and amendments where necessary, mulch, plant material and any other material and equipment necessary to complete the work. Renovation work will be limited in scope to landscape similar in nature to that which is previously established.
- ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery,

Mulching, and Fertilization shall occur within the following 48 hours.

- a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.
- b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the Project Manager before application.
- c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.
- d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.
- e. Germination - The Contractor shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Contractor. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Contractor is to provide temporary fencing at Contractor expense for the duration of the renovation.

EXHIBIT B
LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and JAS Landscape LLC
SERVICE LEVEL DOCUMENT

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

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X

Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X

Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X

Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

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

Irrigation	Frequency	Level of Service				
		A	B	C	D	F
Inspect and adjust/repair as needed	Daily	X				
	Every two weeks		X			
	Every Third week			X		
	Quarterly				X	
	Respond to complaints					X

Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		X				
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly			X			
	Trim as needed to prevent encroachments or hazards				X	X	
	Report encroachments or hazards						X

EXHIBIT C**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and JAS Landscape LLC)****SCHEDULE OF COMPENSATION**

Bid Item	Description		
		Price	Unit
1	Maintenance Program Sections 1 through 4	\$ 30,400.00	/Month
	Additional/A La Carte Services (Section 5)	Price	Unit
2	Medium Equipment with Operator	\$ 65.00	/Hour
3	Additional General Crew (per Crew Member)	\$ 35.00	/Hour
4	Additional Irrigation Tech	\$ 55.00	/Hour
5	Top Dressing	\$ 250.00	/1,000 sq. ft.
6	Overseeding	\$ 275.00	/1,000 sq. ft.
7	Broadcast Fertilizer	\$ 420.00	/1,000 sq. ft.
8	Stump Grinding	\$ 300.00	/Stump
9	Tree Removal (6" to 15" DBH)	\$ 600.00	/Removal
10	Tree Removal (16" to 22" DBH)	\$ 1,100.00	/Removal
11	Tree Removal (23" and over DBH)	\$ 1,500.00	/Removal
12	Power Washing	\$ 80.00	/Hour
13	Core Aeration	\$ 250.00	/1,000 sq. ft.
14	Dethatching	\$ 125.00	/1,000 sq. ft.
15	Mulch	\$ 120.00	/cu. yd.
16	Decomposed Granite	\$ 395.00	/cu. yd.
17	Landscape Pavers	\$ 375.00	/sq. ft.
18	Stones (12" to 24")	\$ 450.00	/stone
19	Stones (24" to 36")	\$ 750.00	/stone
20	Sod Installation	\$ 2.95	/sq. ft.

21	Sod Cutting	\$ 0.80	/sq. ft.
22	Pruning - Vegetation and Trees (Under 13 feet)	\$ 35.00	/Hour
23	Reel Mowing	\$ 250.00	/1,000 sq. ft.
24	Rotary Mowing	\$ 250.00	/1,000 sq. ft.
25	Edging/Line Trimming	\$ 0.30	/lin. ft.
26	Landscape Drainage	\$ 55.00	/lin. ft.
27	Planter Bed Renovation	\$ 60.00	/sq. ft.
28	Turf Renovation	\$ 3.95	/sq. ft.
		\$ 38,203.00	Total Bid Price

EXHIBIT D**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and JAS Landscape LLC)****INSURANCE REQUIREMENTS****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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACECOMPANY
LETTER **B****COVERAGES**

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")					
PRODUCER			POLICY INFORMATION:		
Telephone: NAMED INSURED			Insurance Company:		
			Policy No.: _____		
			Policy Period: (from) _____ (to)		
			LOSS ADJUSTMENT EXPENSE ☐ Included in Limits		
			☐ In Addition to Limits		
			☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____		
			with an Aggregate of \$ _____ applies to _____ coverage.		
			☐ Per Occurrence ☐ Per Claim (which)		
			APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:		
			CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE			OTHER PROVISIONS		
☐ COMMERCIAL AUTO POLICY			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address:_____ _____ Telephone: () _____		
☐ BUSINESS AUTO POLICY					
☐ OTHER					
LIMIT OF LIABILITY					
\$ _____ per accident, for bodily injury and property damage.					
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:					
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.					
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.					
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.					
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.					
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.					
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:					
a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or					
b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).					
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.					
ENDORSEMENT HOLDER					
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US			AUTHORIZED REPRESENTATIVE		
			☐ Broker/Agent ☐ Underwriter ☐ _____		
			I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.		
			Signature _____		
			(original signature required)		
			Telephone: () _____		
			Date Signed _____		

EXHIBIT E

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT (CITY of Oxnard and JAS Landscape LLC)

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 \$18.89 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, 2023**

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 \$18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, 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 F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT (CITY of Oxnard and JAS Landscape LLC)

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.

EXHIBIT G
TRADE SERVICE AGREEMENT
(CITY of Oxnard and JAS Landscape, LLC.)
IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
 Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____



EXHIBIT H
LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and JAS Landscape LLC)
LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences	Citation Amount	Total
Turf						
Mowing, Edging & Trimming				x	\$250.00 =	
Aeration				x	\$250.00 =	
Dethatching				x	\$250.00 =	
Overseeding				x	\$250.00 =	
Removal of grass clippings				x	\$250.00 =	
Fertilization						
Turf				x	\$250.00 =	
Shrubs, Groundcover, Vines, Trees				x	\$250.00 =	
Trash and Debris Removal				x	\$250.00 =	
Weed Control				x	\$250.00 =	
Pest Control				x	\$250.00 =	
Pruning, Trimming & Staking						
Shrubs, Groundcover, Vines				x	\$250.00 =	
Trees				x	\$250.00 =	
Graffiti				x	\$250.00 =	
Irrigation				x	\$250.00 =	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

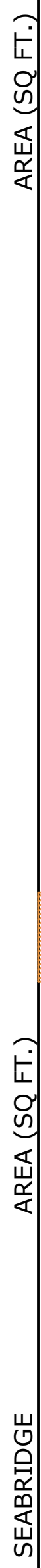
City Of Oxnard:

Date:

EXHIBIT I

**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and JAS Landscape LLC)**

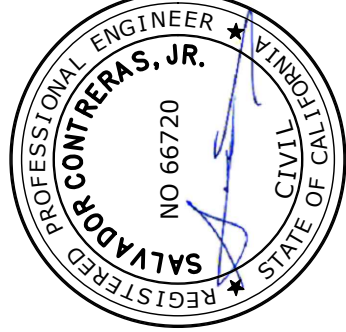
**SEABRIDGE DEVELOPMENT LANDSCAPE QUANTITIES STUDY MAPS
ON THE FOLLOWING PAGES**



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



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

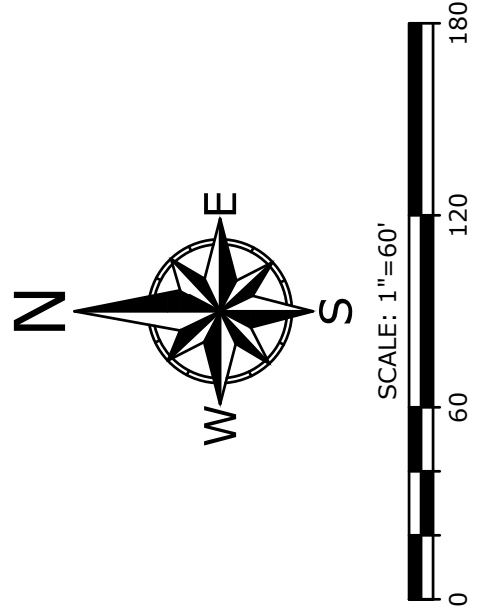
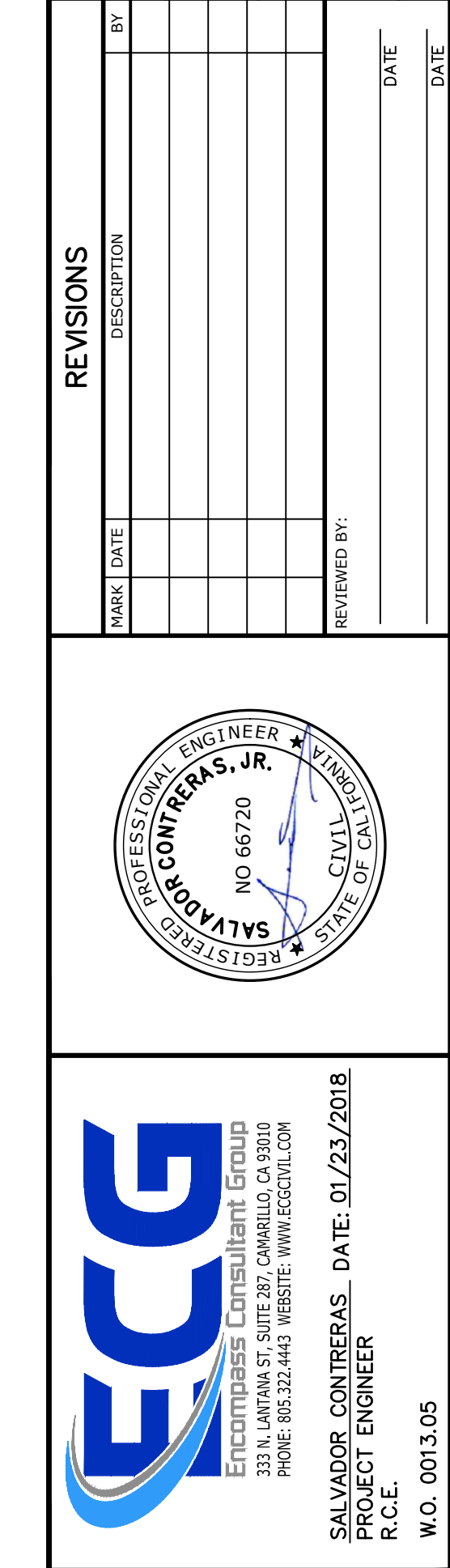


REVISIONS		
MARK	DATE	DESCRIPTION

REVIEWED BY: _____

DATE: _____

DATE: _____

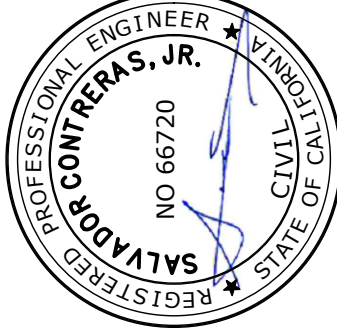
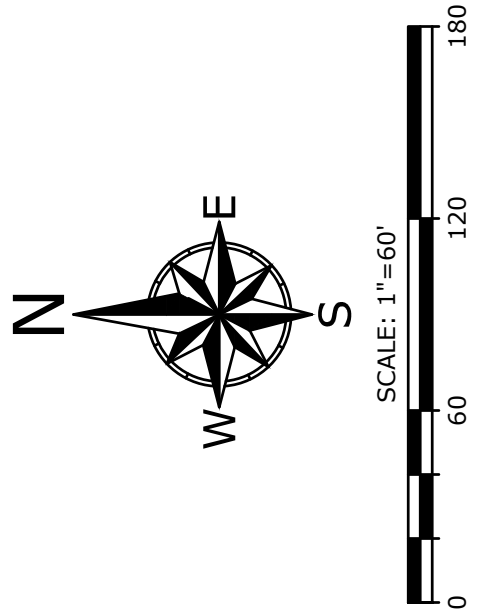


SEABRIDGE AREA (SQ. FT.)

RESTROOM	1,460
PARKING	13,794
PLAYGROUND/EXERCISE	15,512
MEDIAN	21,486
TURF	203,999
CONC	239,625
PLANTER	196,222
TREES	1,048
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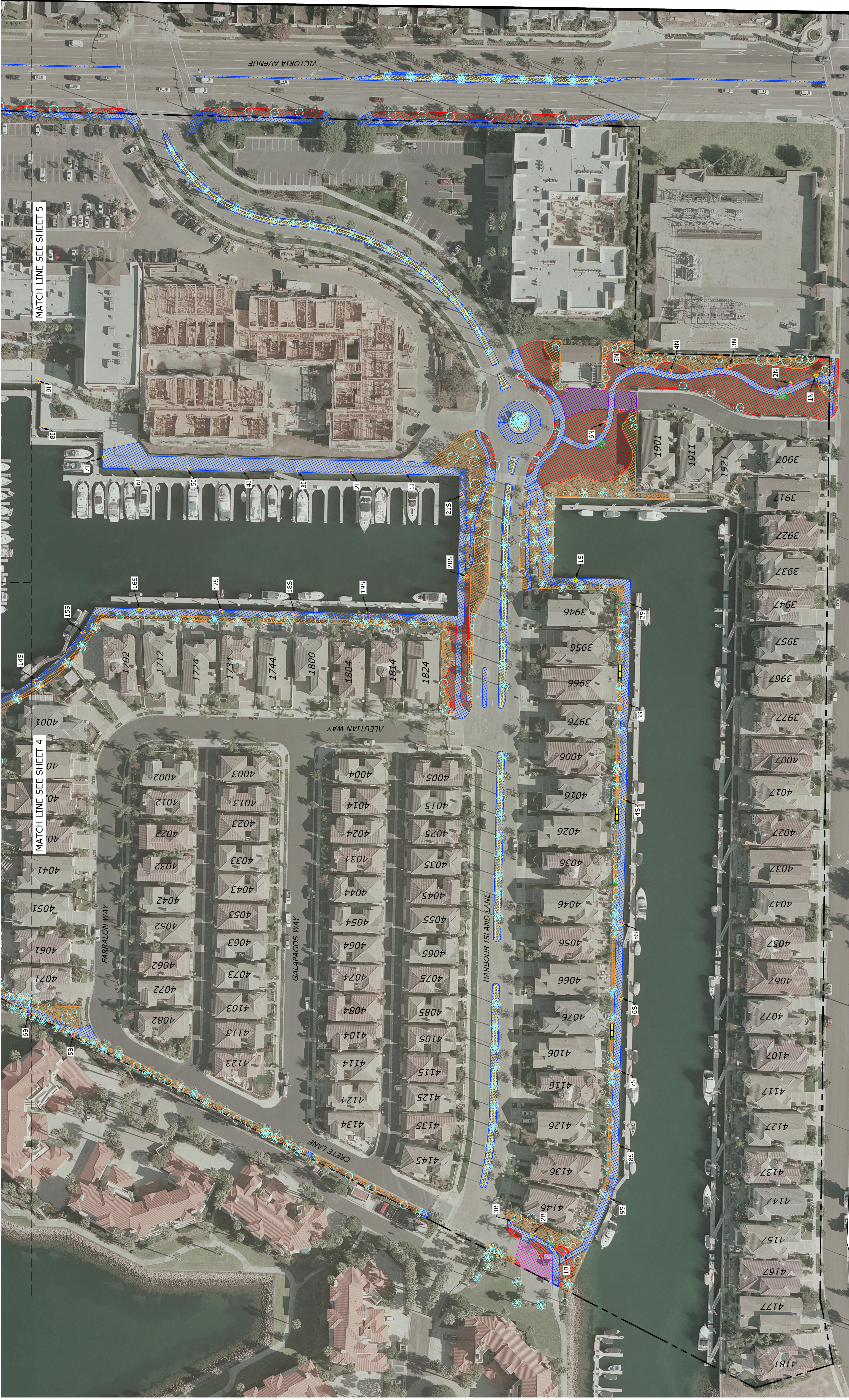
SEABRIDGE AREA (SQ. FT.)

	RESTROOM	1,460
	PARKING	13,794
	PLAYGROUND/EXERCISE	15,512
	MEDIAN	21,486
	TURF	203,999
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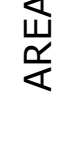
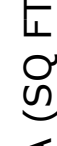
SALVADOR CONTRERAS, JR. DATE: 01/23/2018
PROJECT ENGINEER
R.C.E.
W.O. 0013.05

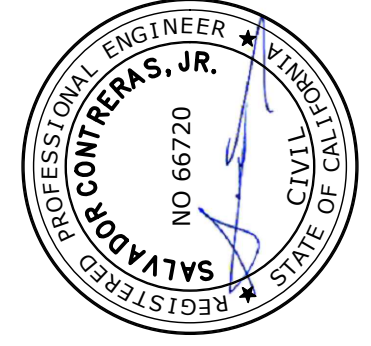
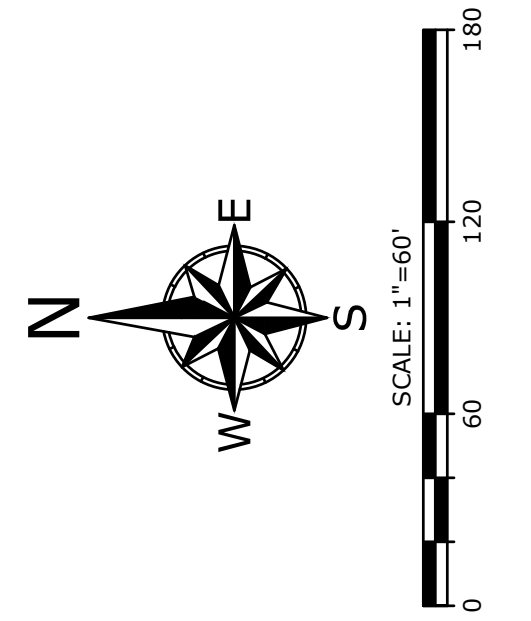
OXNARD SOLUTIONS		Development Services Department	
SEABRIDGE		SEABRIDGE	
APPROVED: CITY ENGINEER R.C.E. 46333		DATE	
SCALE: 1"=60'		SHEET NO. 5 OF 6	
DRAWN BY: JG		DRAWING NUMBER	
CHECKED BY: SG		DATE	
REVISIONS		REVIEWED BY:	
MARK	DATE	DESCRIPTION	DATE



MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 4

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



OXNARD SOLUTIONS		Development Services Department	
SEABRIDGE			
APPROVED:	CITY ENGINEER: B.C.E. 46333	DATE:	
SCALE:	1"=60'	SHEET NO. 6	OF 6
DRAWN BY:	US	DATE:	
CHECKED BY:	SS	DATE:	

CITY OF OXNARD – SPECIAL DISTRICTS

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

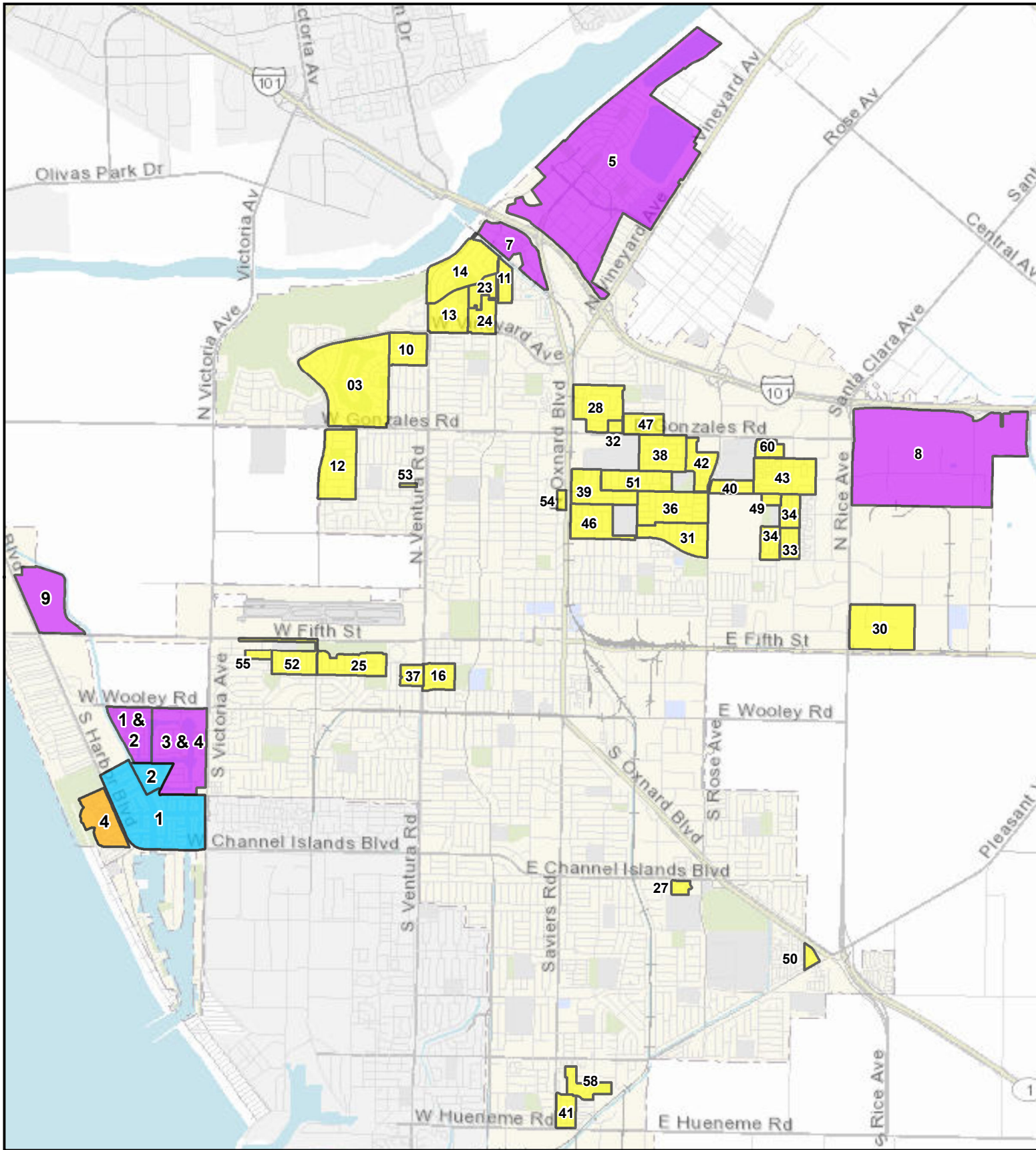
COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

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

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

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

CITY OF OXNARD SPECIAL DISTRICTS



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

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

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X

Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X

Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X

Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

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

Irrigation	Frequency	Level of Service				
		A	B	C	D	F
Inspect and adjust/repair as needed	Daily	X				
	Every two weeks		X			
	Every Third week			X		
	Quarterly				X	
	Respond to complaints					X

Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		X				
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly			X			
	Trim as needed to prevent encroachments or hazards				X	X	
	Report encroachments or hazards						X

Agreement 32500002 with JAS Landscape LLC for Landscape Maintenance Services within Community Facilities District No. 4.

Public Works & Transportation Committee, March 26, 2024
City Council, April 16, 2024

Anthony Miller
Special Districts Project Manager

RECOMMENDATION

FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with JAS Landscape, LLC in the amount not to exceed \$2,721,267 for the maximum five-year term of the Agreement, with the initial agreement term ending June 30, 2025, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on June 30, 2029, for landscape maintenance services within Community Facilities District No. 4.

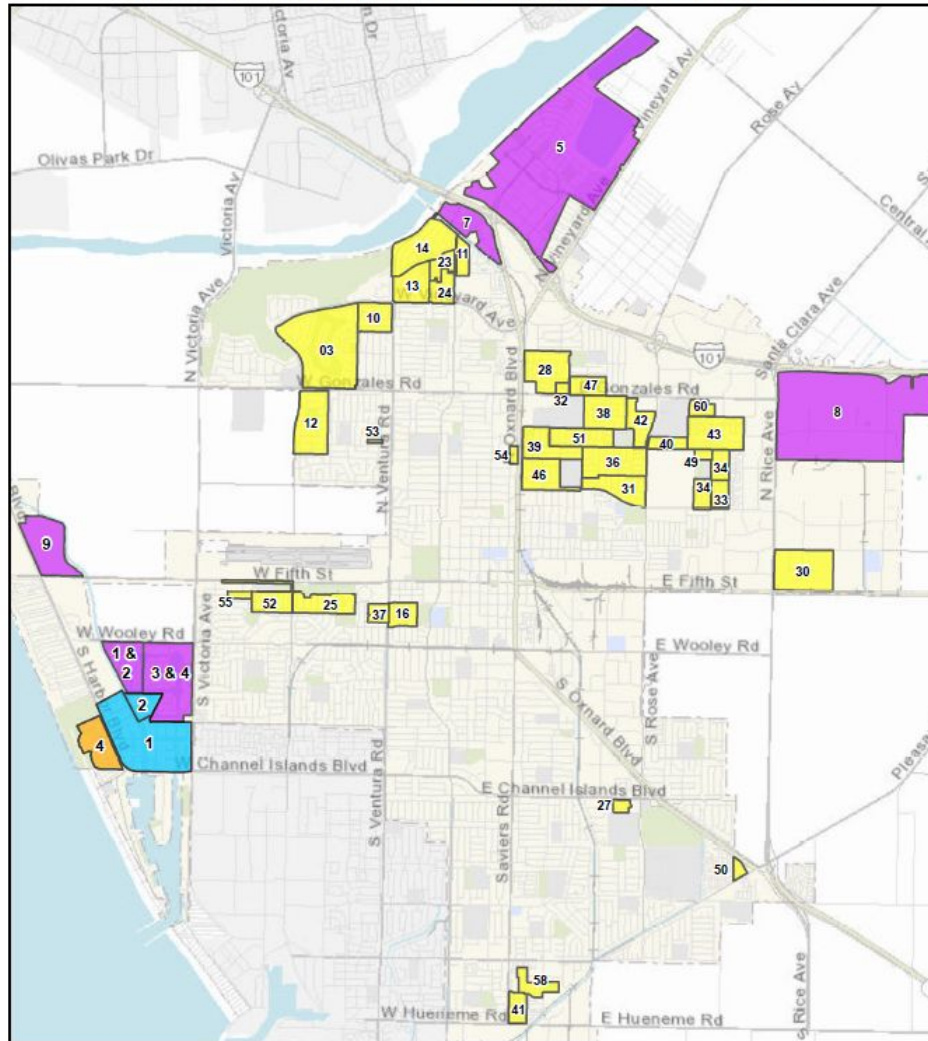
RECOMMENDATION

FOR CITY COUNCIL:

That the City Council approve and authorize the Mayor to execute an Agreement with JAS Landscape, LLC in the amount not to exceed \$2,721,267 for the maximum five-year term of the Agreement, with the initial agreement term ending June 30, 2025, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on June 30, 2029, for landscape maintenance services within Community Facilities District No. 4.

MAP OF SPECIAL DISTRICTS IN THE CITY OF OXNARD

CITY OF OXNARD SPECIAL DISTRICTS



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

More information
can be found at:

oxnard.org/city-department/finance/special-assessment-districts/

BACKGROUND

- The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including Community Facilities District No. 4.
- Each of these Special Districts have specific individual authorized services and improvements, including but not limited to; park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains.

BACKGROUND

- Properties within each District are assessed an annual parcel assessment for the purposes of maintaining these and other authorized services and improvements within their District.
- Since 2021, Brightview Landscape has provided the landscape maintenance services for CFD-4, but they did not submit a bid for the new Agreement.

BACKGROUND

- The Seabridge CFD was established in 2004 to pay for the cost and expense of providing the public services within the development, that includes, but is not limited to the following (per Formation Documents):
 - Maintenance of parks, parkways and open-space.
 - The dredging and remediation costs to maintain the adjacent waterways and public boat docks.
 - Costs incurred in the establishment of the District and levy of the special tax.
 - The administrative costs of the District that are provided by the City of Oxnard.
 - Flood control and storm drain protection services.
 - Police protection services that include the enforcement of City Codes relating to the waterways.

BACKGROUND

- CFD-4 is the second largest special financing district that is managed by the Special Districts Division of Public Works.
- CFD-4 is a 122-acre development and is directly managed by a Project Manager and Landscape Maintenance Inspectors, who perform direct maintenance and inspect the contracted services.
- JAS Landscape LLC specializes in providing a full spectrum of landscape maintenance services, including but not limited to tree trimming, tree removal, lawn care, and irrigation installation and maintenance.

BACKGROUND

- Agreement 32500002 is a new stand-alone Professional Services Agreement and not an extension of the previous landscape agreement or amendments.

DISCUSSION

- The Purchasing Department released a Request for Bid PW24-76 for the Landscape Maintenance of CFD-4 on January 12, 2024, with a bid due date of February 8, 2024.
- The RFB received a total of five (5) bids from the following contractors:
 - JAS Landscape LLC
 - Garcia's Landscape Maintenance, Inc
 - Natural Green Landscape, Inc.
 - Mariposa Landscape, Inc.
 - SGD dba Four Season.

DISCUSSION

- Each bid was evaluated based on the total cost for all monthly services levels, including the one time “As Needed/As Required” and “Additional/Irregular Services”, which were consolidated into an aggregate cost to determine the lowest bidder.
- The aggregate bids totals received are as follows:

Bidder	Total Bid Price (Aggregate)
JAS Landscape LLC	\$38,203.00
Garcia’s Landscape Maintenance, Inc	\$41,404.75
Natural Green Landscape, Inc	\$42,495.00
Mariposa Landscape, Inc.	\$48,006.22
SGD dba Four Season	\$51,463.54

DISCUSSION

- The bids were reviewed by the Purchasing Department (Purchasing Manager, Buyer) and Special Districts Division (Special Districts Manager, Project Manager - Administration, Project Manager - Operations).
- JAS Landscape LLC is determined to be the lowest, responsive bidder pursuant to the process outlined in the Oxnard Municipal Code.
- Staff has confirmed that JAS Landscape LLC meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filings with the California Secretary of State.

DISCUSSION

- Based upon the available information, research performed to date, and past services provided by the company to the City, staff believes that the contractor is capable of satisfactorily providing the necessary services.

DISCUSSION

- Services to be completed by the Contractor are categorized as follows:
 1. Execution of the Maintenance Program as described in Sections 1 through 4 of the Scope of Work. This includes but is not limited to:
 - Providing high level landscape services in a professional manner;
 - Providing all equipment and materials necessary to complete the tasks;
 - Complete management of turf, hardscape, shrubs and groundcover, tree care, and irrigation systems;
 - Soil testing and the proper application of the appropriate fertilizers and herbicides;
 - Sitewide debris control, including emptying trash cans, dog bag stations, maintaining all hardscape and riprap areas;
 - Verifying proper operation and general cleanliness of park amenities and restrooms.

DISCUSSION

- Services to be completed by the Contractor are categorized as follows:
 2. Execution of As-Needed Services at the direction of the Project Manager. This includes but is not limited to:
 - Providing extra labor for specific landscape projects and medium duty equipment when necessary;
 - Provision of additional landscape maintenance tasks when requested in addition to the Maintenance Program;
 - Renovation of specific turf and planter bed areas as directed by the Project Manager.
- All services provided will be based on available funding and JAS Landscape LLC will only be compensated for those services that they actually provide.

DISCUSSION

- Special Districts staff meet with the Seabridge Homeowners Association Board and Landscape Committee regularly regarding their satisfaction with the contractor's landscape performance.
- Additionally, this input is noted and discussed during the annual budget meetings to determine the community's overall satisfaction with the landscape services, their preferred level of services, and the estimated annual costs for that level of service.
- Therefore, the annual landscape services, frequencies, and costs for CFD 4 include the input of the Seabridge community.

FINANCIAL IMPACT

- The total cost of this Agreement, if extended to its maximum allowable term of five (5) years shall not exceed \$2,721,267.
- The estimated cost for the first year is \$492,480 with \$364,800 for regularly occurring services such as mowing, trash removal, etc. and the remaining \$127,680 available for one-time and on-call tasks that are not part of the routine services.
- In comparison, during the previous three year agreement with Brightview Landscape Services, FY 2023-24 pricing was \$255,048 for regularly occurring services and \$29,652 for one-time and on-call tasks.

FINANCIAL IMPACT

- Staff expected an increase in contract costs, due to substantial inflation since 2021, that has also occurred with other Special District landscape agreements.
- Additionally, the change in the scoping of the new agreement includes more landscape maintenance services on as-needed intervals for one-time and on-call requests from the Board and Landscape Committee.
- Price increases and decreases are allowed under this Agreement.

FINANCIAL IMPACT

- Increases to the Contract price may be requested by the Contractor and cannot exceed a 3% increase year over year.
- Any increase requested must be substantiated with supporting documentation such as documented increases in pricing, Consumer Price Index increases, or other cost increases that directly apply to the services rendered under this Agreement.
- If substantial price decreases are observed, the City reserves the right to request a reduction.

FINANCIAL IMPACT

- Any change in pricing must be requested in writing and must be agreed to by both City and Contractor prior to the changes taking effect.
- Prices may be adjusted per the language in the Agreement on an annual basis after the initial one (1) year term.
- Funding for FY 2024-25 and subsequent fiscal years will be requested through the annual budget process.
- This Agreement will be funded in its entirety from the CFD-4 Professional Services account, 60403801-53200.
- There is no impact on the General Fund.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.3

DATE: April 16, 2024

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: ERP Annual Report and Seventh Amendment to Agreement with Kreative Core Technologies. (10 minutes)

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute a Seventh Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$5,300,000 for a new not to exceed contract amount of \$10,020,000, and to extend the term for a year to December 31, 2025, for project management services related to the discovery, documentation, implementation, stabilization and ongoing IT support for all phases of the City's multi-year enterprise resource planning (ERP) implementation, as well as some additional IT non-ERP projects;
2. Approve \$200,000 of new Transfer Out Appropriations in the General Fund (101) and corresponding Transfer In Revenues in the Capital Outlay Fund (301) in regard to additional ERP related costs anticipated in Fiscal Year 2023-24; and
3. Receive and file the ERP system annual report.

(The Finance and Governance Committee approved 3-0 on March 26, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/opiDWPsgQw8>

BACKGROUND

The City has used CentralSquare (formerly Superion, formerly SunGard) HTE/NaviLine as its main Enterprise Resource Planning (ERP) software since 1992. This software supported all financial reporting including payroll, purchasing, utility billing and business licensing functions; while it served the organization well for many years, thirty years later, it is slow and outdated. Other than job postings and performance reviews for certain job classes (which were moved to other software), the City's human resources functions, including timesheets, were all manual and paper-based. The City's permitting and land management functions are mostly manual and paper-based. Functions within the Community Development Department include building, planning entitlement, and encroachment permitting activities and are highly manual and paper-based. Between maintaining legacy processes, functional gaps in the software, and inadequate data extraction and reporting tools, City staff over the years have developed more than 150 standalone shadow systems (mostly Microsoft Excel spreadsheets and Access databases) to store, utilize, and analyze data.

In October 2019, the City Council decided to engage Tyler Technologies for its integrated ERP solution to replace existing software and manual processes. Tyler offers more modern technology to give our staff the tools necessary to conduct business, analyze data, and serve our residents better.

The total estimated cost of this project was initially set in 2019 at \$14.9 million, consisting of the Tyler contract for \$9.1 million (including contingency) and additional implementation costs of \$5.8 million, including project management services, business process design costs, and organizational change management consulting services. Bonds were issued for \$6.9 million in 2019 as part of a plan to finance the first major phases of one series of bonds and return to the market to finance the final phases at a later date. The project commenced in October 2019.

At its October 18, 2022, meeting, the City Council approved staff's recommendation to issue new bonds, including funding required to complete the ERP Project and street improvements. The plan for bonds included pairing the software with the larger streets and alleyways improvements to reduce issuance costs and benefit from economies of scale. The bonds included a 15-year repayment period related to the ERP system (estimated useful life) and a 30-year repayment period for street work. The Council approved \$9 million not-to-exceed par amount for the ERP portion and \$36 million for the street improvements. Those bonds cannot be issued due to a lawsuit filed by Mr. Aaron Starr's Moving Oxnard Forward, a political corporation, which put a freeze on the City's ability to bond for projects in general.

At the March 21, 2023, Council meeting, the Council authorized the use of up to \$2.5 million in General Fund reserves in order to continue with the ERP project, and subsequently approved another \$3.0 million as part of the Fiscal Year 2023-24 adopted budget. Furthermore, the Council issued a resolution that would enable these funds to be reimbursed from a future debt issuance should the City be successful in this litigation. Although Mr. Starr lost the initial lawsuit, he immediately appealed and hence extended the lawsuit to further delay the City's ability to bond again.

DISCUSSION

Project Financing - Risk to City's Budget Reserves

In order to continue with the ERP project and stay on track to deliver the much-needed system improvements, the City Council approved the use of General Fund reserves with a potential reimbursement made possible from future bond proceeds should the City prevail in its legal defense. The time frame for final resolution of the appeal is still unknown, and the amount of General Funds required depends upon how long the bond issuance is delayed. Staff recommends that the project continue with this funding approach, although we recognize that utilizing cash in this way may delay other equally-valuable projects.

Total Cost of Project

The project has expensed \$10.6 million as of December 31, 2023, \$3.7 million more than the initial bond proceeds received in 2019 of \$6.9 million. Staff anticipates the project will consume a further \$1.9 million by the end of FY 2023-24 for a total consumption of General Fund reserves of \$5.6 million by June 30, 2024. While staff still needs to complete the discovery phase of Utility Billing and negotiate renewal of the Tyler contract after the initial five-year term (this fall), we anticipate that the initial estimate of \$14.9 million may be lower than the full and final cost of the project. Current estimates of the cost to implement all phases of the ERP project are \$20.2 million, an increase of \$5.3 million from original estimates five years ago. This is because the project is much more complex and taking longer than originally anticipated due to all the gaps and clean-ups along the way, both in technology and in the implementing departments. Also, because the project is taking longer in time, software as a service (SaaS) fees are paid for by the project for a longer time rather than moved quickly to the IT Department. Finally, our IT Department has needed a lot of support -- both in implementation and later in maintenance -- by consultants.

The cost of operating and maintaining any software (including the ERP) after implementation is charged to the operating budgets across the City on an ongoing basis, not to the project. So, the total cost of the project listed above does not include the annual software fees paid to Tyler for the rights to use the software once the phase is live, nor does it include the annual cost of having City staff or consultants maintain the system after implementation.

Project Management & External IT Support Services

Kreative Core Technologies Corp. (Kreative) has been successfully providing project management and IT support services for the ERP project since September 2021. Kreative was instrumental in helping deliver the Core Financials phase of the project on time and under budget; it is now a key player in implementing Human Capital Management (HCM) as well as Enterprise Planning and Licensing (EPL), formerly called Energov. Furthermore, given significant

vacancies and challenges in hiring staff within the IT Department, Kreative has provided IT implementation, business systems analysis, production support and report writing services under the current agreement. In September 2021, the City entered into a contract with Kreative that has since been amended six times. Its current value is \$4,720,000.

Staff recommends that Kreative continue to provide services for the remaining phases of the project. Thus, staff recommends that Council approve a seventh amendment to the Kreative agreement with the City, adding \$5,300,000 for a new “not-to-exceed” amount of \$10,020,000, and extend the contract term for one further year, ending December 31, 2025. This amendment provides Kreative the time to implement and stabilize HCM as well as implement EPL and implement most of Enterprise Asset Maintenance while finishing discovery for Utility Billing. IT support services for all phases are anticipated to continue under this agreement, and Kreative Core is continuing to manage organizational change management services. Finally, given Kreative’s performance and understanding of the City’s IT infrastructure, additional scope items are included within the seventh amendment to assist the City with other (non-ERP) needed improvements and upgrades to the City’s Information Technology. These include the assessment and remediation of the City’s MS Active Directory, readiness assessment and implementation of Microsoft 365 citywide, implementing new payment processing, IT security enhancements, and some other projects as detailed in the scope of the contract.

Given the nature of ERP projects, and the frontloaded discovery of two major phases to be completed as part of this seventh amendment, staff anticipates returning to the Council in Fiscal Year 2024-25 to recommend additional project management, IT support and organizational change management services required to ensure effective implementation and stabilization of the final ERP phases.

Annual Update

1. Core Financials Complete; Budgeting Software in use for the FY 2024-25 budget.

In the last annual report, it was listed that implementation of Executime (an electronic time tracking system) was completed in the fall of 2020 and implementation of Bluebeam (an online electronic mapping and design sharing system for plan check) was completed in the summer of 2021. The Core Financials implementation phase was completed and launched on October 1, 2022. This large and complex phase of the ERP, which included Purchasing (requisitions, purchase orders, contracts), Accounts Payable (receiving invoices and issuing payments), Accounts Receivable (billing for City fees and charges and processing payments), Project Management (accounting for capital improvements within the City’s limit, and grant accounting), recording all financial transactions that result in monthly issuance of reports (balance sheet, cash flow, statement of government activities), and financial planning with its integrated budget projection and control tools. The new ERP provides real-time project reporting and budgetary controls for all capital projects and grant funded activity. Council also approved a contract with OpenGov (budgeting software) on October 3, 2023, which staff is integrating with Munis Financials and is using to produce the Fiscal Year 2024-25 operating and capital budgets.

2. HCM (Human Capital Management) -- Implementation Commenced.

Human Capital Management (HCM) is a large phase encompassing all the functions and processes from recruitment through payment and termination of all 1,700+ employees, recording and processing all benefit payments, employment taxes, retirement plan contributions, and implementing various bargaining unit memorandum of understanding (MOU) agreements in relation to employee pay and benefits. The HCM phase includes integration with leading industry learning and recruitment tools, enhancing the way the City can identify, nurture and retain talent for the benefit of the organization and its residents and customers. The HCM phase is currently underway with configuration and functional testing. This module is expected to Go Live in the next month or two.

During the period of HCM development, the City will continue to use its legacy system, HTE, to perform all payroll calculations, payments and benefit calculations, taking that information and translating it into the appropriate Munis accounting codes such that all activity will be reportable and managed against the adopted and revised budgets that are held in Munis. Testing will continue to ensure accuracy of payroll in Munis.

Additionally, the Police and Fire Departments have a need for advanced scheduling unique to public safety. Each of these departments has identified software specific to its scheduling and used by a significant number of California law enforcement and firefighting agencies. Should the City Council separately approve this software, these systems would begin a six-month implementation and integration with Munis in Summer 2024.

3. EPL (Planning, Permitting, Licensing) - Discovery Complete - Implementation commenced.

The EPL discovery phase took place throughout calendar year 2023. This effort included detailed reviews of all current permitting processes within the Community Development Department as well as secondary users who participate in the plan review process, such as the Fire and Public Works Departments. In depth discovery sessions were held with subject-matter experts from each Community Development division unit, including Building, Land Development Engineering, Planning, and Code Compliance. These efforts helped define our current procedures for the purpose of better communicating our needs with the EPL software vendor to ensure all current processes and procedures are captured in the new system. This effort has also provided the opportunity to identify current roadblocks and or process inefficiencies so that solutions can be determined during the EPL implementation phase. Staff began the implementation phase of EPL in January 2024, working with Tyler and Kreative to configure the software in line with the City's needs and outcomes from the discovery phase. It is anticipated that this implementation will continue through fiscal year 2024-25 and will launch in Spring 2025.

4. EAM (Enterprise Asset Management) -- Discovery Complete.

The EAM module discovery was completed in March 2024 and the implementation timeline will be heavily dependent upon the staff resources able to dedicate time to multiple major phases of the active modules (EAM, EPL, and UB) at the same time. Staff are still performing the tasks and activities required to meet current operational needs, as well as implementing other active modules. Many of the same staff are required to work on more than one phase and/or more than one active module. This results in needing to adjust the timeline to reflect this constraint, essentially extending out the timeframe for the EAM module project.

5. Utility Billing -- Discovery is Anticipated to be Completed in Summer 2024.

Utility Billing has completed the current state assessment of the discovery phase and is now reviewing future state gap analysis and recommendations. The implementation of this module has been moved from January 2025 to January 2026 to accommodate the limited availability of City resources required to work on the implementation, given the need to support other phases. This module is scheduled to go live in mid-2027.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

The ERP Project was budgeted at \$14.9 million for all five phases. As of December 31, 2023, \$10.6 million has been spent on the delivery of Executime, Bluebeam, and Core Financials, and with HCM poised to launch very soon. Staff recommends \$200,000 in general fund reserves be appropriated and transferred to the Capital Outlay Fund (301) in the FY 2023-24 to cover anticipated ERP expenses in excess of the adopted budget. The total cost of the ERP implementation is now estimated at \$20.2 million through fiscal year 2027-28.

The proposed seventh amendment to the consulting services agreement with Kreative Core for Core Financials and HCM project management services has a not-to-exceed amount of \$10,020,000 for the time period September 2021 through December 31, 2025. The costs associated with the discovery, implementation, stabilization and support of all ERP phases will be paid by the ERP capital project in fund 301 through the existing project budget, with continued allocation of General Funds.

The IT Department continues to have numerous vacancies and thus considerable staff savings that help to offset some but not all the anticipated contracted costs for IT support services, additional scope items within the Kreative Contract charged to the IT Fund 731. Furthermore, as the City launches ERP modules, the annual software licensing costs are charged to the IT operating fund.

Future budgets will include the appropriations necessary to cover anticipated costs of completing the project phases planned for those fiscal years, and staff may return with a recommendation to reimburse the General Fund if and when the City prevails in the appeals court for the ability to issue bonds.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on March 26, 2024.

Prepared by: Mark Sewell, Assistant Chief Financial Officer

ATTACHMENTS

1. Kreative Core Technologies - Seventh Amendment
2. Presentation

SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Seventh Amendment ("Seventh Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of April, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Kreative Core Technologies Corp – CA Secretary of State Number C4806472 ("Consultant"). This Seventh Amendment amends the Agreement administratively entered into on September 13, 2021, by City and Consultant. The Agreement previously has been amended by a First Amendment administratively entered into on October 5, 2021, by a Second Amendment through Council action on January 18, 2022, by a Third Amendment through further Council action on July 28, 2022, by a Fourth Amendment approved administratively on December 19, 2022, by a Fifth Amendment through Council action on March 21, 2023, and by a Sixth Amendment administratively entered into on January 30, 2024.

City and Consultant agree as follows:

1. The date in Section 5 of the Cover Page of the Agreement is hereby amended to "December 31, 2025."
2. The Total Agreement Amount in Section 6 of the Cover Page of the Agreement is hereby amended to "Not to Exceed \$10,020,000 (Ten Million, Twenty Thousand Dollars) for all Services."
3. The SCOPE OF WORK AS OF JANUARY 1, 2024, EXHIBIT is hereby disincorporated and is replaced in its entirety by the SCOPE OF WORK AS OF APRIL 1, 2024, EXHIBIT – PROJECT MANAGEMENT, IT ON-CALL RESOURCES/ SUPPORT AND TRAINING AND DEVELOPMENT/ ORGANIZATION CHANGE MANAGEMENT REGARDING ENTERPRISE RESOURCE PLANNING MODULES; PAYMENT CARD INDUSTRY (PCI) DATA SECURITY STANDARDS GAP ASSESSMENT AND ADVISORY SERVICES; AND ACTIVE DIRECTORY SECURITY REVIEW SERVICES, PCI IMPLEMENTATION, ACTIVE DIRECTORY IMPLEMENTATION, TYLER PAYMENTS - CORE, ENTERPRISE PERMITTING AND LICENSING (EPL), UTILITY BILLING (UB), BUSINESS LICENSING IMPLEMENTATION, MICROSOFT 365 ASSESSMENT, MICROSOFT 365 IMPLEMENTATION, DATA MIGRATION DISCOVERY AND STRATEGY, which is attached hereto and incorporated herein by this reference.
4. The RATES AND COSTS AS OF JANUARY 1, 2024, EXHIBIT is hereby disincorporated and is replaced in its entirety with the RATES AND COSTS AS OF APRIL 1, 2024, EXHIBIT, which is attached hereto and incorporated herein by this reference.

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

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

CITY OF OXNARD

KREATIVE CORE TECHNOLOGIES CORP

John C. Zaragoza, Mayor Date

Richie Ralhan, Chair, VP, Secretary 04/04/24
Date

Andy Bhatnagar, President and
Assistant Secretary 04/04/24
Date

ATTEST:

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

APPROVED AS TO FORM:

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

**SCOPE OF WORK AS OF APRIL 1, 2024, EXHIBIT –
PROJECT MANAGEMENT, IT ON-CALL RESOURCES/ SUPPORT
AND TRAINING AND DEVELOPMENT/ ORGANIZATION CHANGE
MANAGEMENT REGARDING ENTERPRISE RESOURCE PLANNING
MODULES; PAYMENT CARD INDUSTRY (PCI) DATA SECURITY STANDARDS GAP
ASSESSMENT
AND ADVISORY SERVICES; ACTIVE DIRECTORY SECURITY
REVIEW SERVICES, PCI IMPLEMENTATION, ACTIVE DIRECTORY
IMPLEMENTATION, TYLER PAYMENTS - CORE, ENTERPRISE PERMITTING
AND LICENSING (EPL), UTILITY BILLING (UB), BUSINESS LICENSING
IMPLEMENTATION, MICROSOFT 365 ASSESSMENT, MICROSOFT 365
IMPLEMENTATION, DATA MIGRATION DISCOVERY AND STRATEGY**

**PART 1: PROJECT MANAGEMENT, IT ON-CALL RESOURCES/ SUPPORT AND
TRAINING AND DEVELOPMENT/ ORGANIZATION CHANGE MANAGEMENT
REGARDING ENTERPRISE RESOURCE PLANNING MODULES; ACTIVE
DIRECTORY SECURITY REVIEW SERVICES**

- A. Provide Project Leadership and Management using commonly shared best practices to ensure the City successfully launches Tyler products including but not limited to Core Financials, Human Capital Management (HCM), Enterprise Permitting and Licensing (EPL), Enterprise Asset Management (EAM) and Utility Billing (UB).
- B. Provide Project Leadership and Management using commonly shared best practices to ensure the City successfully implements Public Safety Time and Attendance software integrated with the City's other ERP modules.
- C. Provide Business Systems Analysis services to ensure the City configures its systems and processes in an efficient and organized manner.
- D. Provide project management services to the City IT team to ensure all discovery, conversions, interfaces and imports associated with Munis implementation are successful.
- E. In partnership with City Leadership, manage project risks and ensure all tasks are completed on time and within project budget.
- F. In partnership with City Leadership, manage vendor relationships where appropriate including but not limited to Tyler, to ensure project goals are met.
- G. Maintain regular reporting, summarizing project progress, decisions made, decisions pending, issues and forecasts to ensure completion on time and to scope.
- H. Communicate effectively to stakeholders in all levels of the Oxnard organization using various appropriate communication methods and strategies enhancing ownership and adoption of new processes and procedures.
- I. Work with City Organization Change Management (OCM) teams, providing

insight and best practices to develop training and learning opportunities while testing the system configuration.

J. Ensure adequate time is allocated for product testing, including User Acceptance Testing (UAT) and reporting functions.

K. Ensure attendance in meetings, including on-site presence on as needed basis, whereby more onsite attendance may be required as part of preparation for go live for the HCM phase in April 2024, including stabilization immediately following launch.

L. Provide bi-weekly reporting of project progress in support of invoices for services rendered. This shall include time sheets and activities for all Consultant's employees.

M. Ensure all Consultant's Project Managers have the PMP from PMI Institute or similar certification or experience.

N. Consultant will provide incremental / progressive status reports for all phases on a biweekly basis. Biweekly status reports will also be utilized for invoicing on a biweekly basis.

O. Consultant will provide IT support on as needed basis, in line with Exhibit A, which shall be attached hereto and incorporated herein by this reference, subject to the availability of the Consultant's technical resources.

P. City reserves the right to meet and conduct selection interviews for Consultant provided Project Managers and IT support resources. This applies to all phases. City must agree to a proposed resource's participation in the project.

Q. Best efforts from both parties will be made to ensure continuity of project management staff for the duration of each phase.

R. Onsite work shall be coordinated with City Project Manager(s) at least 3 business days prior to arrival at the City of Oxnard to ensure availability of City staff and maximize effectiveness of time.

S. Consultant shall adhere to all federal, State and local mandates as well as City regulations (promulgated by the HR Department) regarding COVID-19 protocols including and not limited to wearing a mask as directed while present at City Hall or other City locations.

T. City requires Andy Bhatnagar to act as primary consultant for this project and shall require City's written preapproval of any substitutions thereto during the term of this Agreement.

U. Consultant shall perform implementation of InTime and Telestaff; and integration between Intime and Munis as well as between Telestaff and Munis. The scope will include frequent Executime, Munis, InTime and Telestaff vendor relationship management work, including but not limited to coordinating, remediating, facilitating

vendor work product and associated issues.

V. Consultant to provide Training, Development and Organizational Change Management resources and plans as part of project to implement ERP modules in accordance with Exhibit B, which shall be attached hereto and incorporated herein by this reference.

W. Consultant shall perform Discovery for the Community Development, focused on Licensing, Permits and Land management, Discovery for Enterprise Asset Maintenance and Discovery For the Utility Billing operations as Defined in Exhibit C, which shall be attached hereto and incorporated herein by this reference.

Statement of Work for IT Resources for City of Oxnard

Consultant agrees to not increase billable hourly rates for the duration of this SOW including all authorized extension periods and subsequent amendments.

Reports Developer – Full Time

As a part of the ERP Implementation, City requires a Reports Developer who can develop custom reports utilizing the Tyler Provided SQL server reporting services (SSRS) and Microsoft SQL Server Management Studio (SSMS). This resource will:

- Gather the business requirements from City departments
- Document and maintain the requirements in a consumable format
- Design, develop and test the reports
- Design, document and develop instructions, specifications, and supplemental report related deliverables; e.g. training guides
- Work directly with City of Oxnard to understand the individual reporting needs of the business
- Create and present reports to team members and stakeholders to support recommendations
- Participate in managing users, groups, folders and publishing reports using the central management console.
- Configure and manage database maintenance plans for update statistics, database integrity check, and backup operations.
- Create various SQL server objects; e.g. stored procedures, functions, and customer views as per the logic to be implemented.
- Ensure source control is maintained following the City of Oxnard's guidelines. Maintain reporting integrity between ERP database environments via adherence to formal migration paths.
- Ensure proper change management /control processes are followed as established by the City of Oxnard. All the changes that are to be deployed in to production environment must follow the City IT change control process. This includes participation in the Change Advisory Board (CAB) approval process required prior to any production release.
- Ensure all the development work is stored in the city's centralized, secure and controlled source repository on a daily basis. Versioning is to be tracked to differentiate between current production and previous production versions for potential rollback.

(continued)

Systems Administrator

Consultant's team is recommending a Part-time System Administrator for this project. This report will work with IT and City for the following key functions:

1. Management of the Role Based Access Control for Manis, Tyler Hub, Cloud Admin, SQL Reports Developer Summary and Forecast by Month

2. Perform System Admin functions for Manis, Tyler Identity, TCM, Tyler accounting, etc.

Business Systems Analyst (Senior) #1, HR/Payroll – Full Time

Business Systems Analyst (Senior) #2, Finance – Part Time up to 50%

Business Systems Analyst (Senior) #3, EPL - Full Time

Business Systems Analyst (Senior) #3, EAM - Full Time

Business Systems Analyst (Senior) #3, Utility Billing - Full Time

City of Oxnard would like to onboard a business systems analyst who has prior experience in implementing and supporting the Tyler Munis ERP Solution. City of Oxnard is seeking 2 resources; one of them will be dedicated to the Human Capital Management (HCM aka Human Resources/Payroll) phase of the ERP implementation, EPL (aka Enterprise Planning and Licensing), EAM (aka Enterprise Asset Maintenance), and Utility Billing, and the other resource will be required to continue to support the financial phase of the ERP implementation. Analysts may support implementation and post-implementation business-technology scope. Below are some of the key responsibilities this resource will be performing:

- Create requirements and specifications for business solutions
- Conduct business analysis and research to identify key metrics and opportunities for improvement
- Develop processes and procedures to ensure business solutions meet strategic goals
- Ensure business processes are running in accordance with Agile methodologies
- Consult with key stakeholders to determine City's objectives and critical success factors
- Collaborate with team members to collect, analyze, and evaluate information from multiple sources
- Present findings and primary solution recommendation, including alternative option(s) pros/cons, to stakeholders. Prepare guesstimates of level of effort and duration for a request's approved solution approach.
- Write and document City's requirements, functional requirements, and design specifications
- Work and consult with information technology professionals to design and develop a solution that achieves agreed-upon business outcomes
- Perform testing and develop use cases in partnership with City non-IT departments and IT. Testing may include unit, system, regression, parallel, user acceptance, etc.
- Track and triage department requests for all the application changes
- Monitor and work with non-IT department to prioritize the tickets
- Document risks and benefits, provide recommendations and options to achieve desired outcomes
- Prepare and present written deliverables at various stages of the systems development life cycle; e.g. SWAGs, recommendations, timelines, business requirements documents (BRDs) or user stories, training material, cheat sheets, etc.

System Administrator

Consultant's team is recommending a Part-time System Administrator for this project. This report will work with IT and City for the following key functions.

1. Management of the Role Based Access Control for Munis, Tyler Hub, Cloud Admin, TCM, Tyler Cashiering
2. Perform System Admin functions for Munis, Tyler Identity, TCM, Tyler cashiering, etc.

3. Manage Tyler Deploy, Engage and administer multi-environment system maintenance plan
4. Manage the system testing and plan for the regular patching, scheduled upgrades, and emergency hotfixes, etc.
5. Create and maintain the City's back-end automated and manually triggered batch jobs and schedules in Munis
6. Adhere to the fundamentals of the adopted security architecture framework
7. Make recommendations for changes based on new business requirements
8. Document the impact of proposed changes to the configuration and perform assessment to identify and communicate the positive and negative impacts and risk to all impacted parties
9. Document baseline configuration and maintain the changes to the configuration based on the new business requirements
10. Ensure proper change management /control processes are followed as established by the City of Oxnard. All the changes that are to be deployed into the production environment must follow the City IT change control process. This includes participation in the Change Advisory Board (CAB) approval process required prior to any production release.
11. Provide support for any Audit inquiries
12. Perform workflow administration on an ongoing basis.
13. Other application administrative functions as necessary
14. Manage Help desk Tickets related to the ERP project; ensure defined SLAs are met
15. Work in collaboration with City and Tyler to mitigate and deploy solutions
16. Provide system administration support during the Human Capital Management implementation, such as configuration of the system, supporting interface development, implementation team technical support etc.

EXHIBIT B
Organizational Change Management (OCM), Training, Development, Business Analysis
and Testing Scope of Services

1. The following organizational change management (OCM) scope items will be undertaken for each phase of the project.
 - A. Sponsorship/Leadership alignment: Focuses on enabling leaders to accept and build ownership for change throughout the organization and provides the “glue” to sustain the change for the life of the project and beyond.
 - B. Identifying and enabling stakeholders: A process of identifying impacted groups, people (employees and contractors) and key organizational influencers at the project outset; grouping/ ranking them according to the level of anticipated changes to their daily work; and determining relevant strategies and tactics to engage them based on cultural realities and user preference.
 - C. Engagement and communications: A communication approach that focuses on developing and executing a comprehensive plan and activities to engage users at all levels of the organization; keeping them informed through timely multi-media communication and ensuring ongoing dialog for inclusion and feedback. This can include crafting intranet content and/or newsletters for regular distribution.
 - D. Participate in weekly status meetings, ERP Steering Committee meetings, and one-on-one department meetings – a multi-level approach that will identify, evaluate, and disseminate functional and policy change through a structured, recurring monthly process.
 - E. Shadow User Acceptance Testing sessions and to document Frequently Asked Questions and transform test cases and scripts into training documentation specific to the City.
 - F. Knowledge and learning: An educational approach that focuses on defining user roles for the new technology/process change and providing learning and training strategies to share knowledge and sustain the change; to include end user training for all departments. Also, provide advisory support at critical moments in the project and assist (or provide hands-on) creation of step-by-step user training guides to assist with system onboarding.
 - G. Success measures: Criteria defined at the project outset to measure users’ progress on the change journey and enable effective pre-and post-go-live activities to reinforce the change.
 - H. Perform assigned as-needed tasks and activities to support change management efforts throughout the current deployment. This also includes reporting the status of assignments to the City Project Manager on a weekly basis. Also, provide a level of effort report, so that the City can proactively manage the project budget. Although most project meetings may be remote (e.g., weekly status meetings), a plan for onsite time with City staff, especially during user training, may be required.
2. The following training and development items will be undertaken for each phase:
 - I. Develop a schedule to assess training needs
 - J. Consult with other trainers, managers, and leadership
 - K. Conduct employee surveys and interviews
 - L. Track and compile collected data
 - M. Conceptualize training materials based on data and research
 - N. Creation of training plans including overall training strategy, recommended timelines

- and schedules, and evaluation/assessment creation and analysis
- O. Create training strategies, initiatives, and materials
- P. Administration and monitoring of course enrollment/attendance in Neogov, as needed
- Q. Documentation and creation of user guides, manuals, and job aids
- R. Curriculum and course development for end user training
- S. Creation of eLearning resources (videos, courses)
- T. Support training classes and other training activities
- U. Communicate training needs and online resources
- V. Contact and utilize outside vendors and resources for instructional technology
- W. Test and review created materials
- X. Maintain a database of all training materials
- Y. Instruct employee training and onboarding
- Z. Conduct training through new materials
- AA. Review employee performance and learning
- BB. Coordinate and monitor enrollment, schedules, costs, and equipment
- CC. Maintenance for Project FOX website, as needed
- DD. System maintenance banners and communication of downtime to users
- EE. Monitoring, forwarding and responding to the Projectfox@ inbox, as needed
- FF. Drafting of email communication for review and approval for larger changes or noticing to users, as requested
- GG. Creation and maintenance of end-user facing pages on the Project FOX website
- HH. Monitoring, forwarding and responding to the Projectfox@ inbox, as needed
- II. Development of Communication Strategy.
- JJ. Program Branding, Positioning and Key Messages.
- KK. Detailed Communication Activities Planning.
- LL. Development and Delivery of Communication Material.
- MM. Business Readiness Assessment Services.
- 3. The following business analysis scope items will be undertaken for each phase of the project:
 - NN. Lead the integration from City's perspective with the Neogov team
 - OO. Work with the team to design and test the integrations
 - PP. Support designing, developing, and testing of the workflows, personal actions and other City processes
 - QQ. Document processes as necessary
- 4. The following testing scope items will be undertaken for each phase of the project:
 - RR. Creating detailed, comprehensive, and well-structured test plans and test cases
 - SS. Estimating, prioritizing, planning, and coordinating quality testing activities
 - TT. Liaise with internal teams to identify system requirements
 - UU. Investigate the causes of non-conforming software and train users to implement solutions
 - VV. Develop and apply testing processes for new and existing products to meet City's needs
 - WW. Assist City with testing the functional and system requirements
 - XX. Assist with testing parallel testing
 - YY. Work collaboratively with City users and provide support
 - ZZ. Work collaboratively with users and support help desk tickets.

EXHIBIT C

Project Work Items focused on the following areas.

PROJECT PHASE: EPL

Community development

e-Reviews

iG Workforce Apps

Tyler GIS

Code Enforcement management

Business development

Citizen Self -Service portal

Application Programming Interface (API) toolkit

1. Develop Governance and Management Framework

- a. Planning
- b. Organizational Hierarchy

2. Solution Discovery

- a. Requirements Gathering
- b. Fact finding
- c. Identify and assess gaps and opportunities.
- d. Fit Gap Analysis
- e. Planning considerations

3. Vision and Roadmap

- a. Clarify vision for change with associated outcomes and benefits.

- b. Informed longer-term roadmap planning.
- Project Deliverables

1. Governance and Management Framework
 - a. Organizational Chart
 - b. Roles and Responsibilities
 - c. RACI - responsible, accountable, communicate and inform – chart of responsibilities
 - d. EPL Program Charter
 - e. EPL Implementation Plan
 2. Solution Discovery
 - a. Current state questionnaires
 - b. City's Requirement Document
 - c. City's Solution Concept (Current State)
 - d. Fit Gap Analysis
 - e. Technical Solution Concept
 - f. Data conversion document
 3. Vision and Roadmap
 - a. Business Solution (Future State)
 4. Current State Analysis report
 5. Future State process flows
 6. Technical Concept Solution diagram
- (continued)

PROJECT PHASE: EAM

I. Discovery Phase: Work Items

1. Project Kick Off
2. Participating departments identified.
 1. Department Stakeholders identified.
 2. Department SMEs and project resources identified.
 3. End Users
3. Current State Questionnaire.
4. System demonstration.
5. Asset Management system needs.
 1. What assets will be tracked.
 2. What data needs to be tracked.
6. Work Order Management system needs.
 1. Requesting and Servicing departments.
 2. Chargeback considerations
 3. Preventative maintenance and inspections.
7. End User job responsibilities related to asset management and work order documentation.
8. Reporting needs
 1. Assets
 2. Work Orders
 3. Requests
9. Citizen Engagement (311)
10. GIS
 1. Which assets resided on the city's GIS.
11. 3rd Party System Integrations
12. Department individual/unique needs.

Deliverables

1. Complete Current State Questionnaire.
 - a. Current State Questionnaire Assistance
 - b. City's business requirements documented
2. Assess, Design and plan 3rd Party system integrations
3. EAM System demonstration
4. Analysis and solutioning document
 - a. Provide overview of current system usage
5. Discovery Phase project plan

II. Implementation Phase – Work Items

1. Engage Tyler PM and Implementation Consultant (IC).
2. Planning of the project

3. Analysis – Current State/Future State.
4. Complete Code Workbooks
5. EAM System Configuration training.
 1. EAM Setup Center
 2. RBAC and Workflow
 3. GIS configuration
 - i. GIS Layer development
 4. Asset imports or conversions
6. Conversions (if needed)
 1. Assets
 2. Work Orders
7. EAM Process training
8. EAM User Acceptance
9. EAM End User training
10. Go Live

Deliverables

1. EAM project charter
2. EAM project plan and traceability of the project plan
3. Current State/Future State Analysis workbooks.
4. Completing code workbooks.
5. Code and asset imports.
6. Conversion data validation.
7. GIS configuration and testing.
8. EAM instructional documentation.
9. Training.
10. Go Live and Post Live support.

(continued)

PROJECT PHASE: UTILITY BILLING

I. Discovery Phase: Work Items

13. Project Kick Off
14. Participating departments identified.
 1. Department Stakeholders identified.
 2. Department SMEs and project resources identified.
 3. End Users
15. Current State Questionnaire.
16. System demonstration.
17. Utility Billing systems assessment.
18. Work Order Management system needs.
 1. Requesting and Servicing departments.
 2. Chargeback considerations
 3. What costs will be entered?
 4. Preventative maintenance and inspections.
18. End User job responsibilities related to asset management and work order documentation.
19. Reporting needs
 1. Assets
 2. Work Orders
 3. Requests
20. Citizen Engagement (311)
21. GIS
 1. Which assets resided on the city's GIS.
22. 3rd Party System Integrations
23. Department individual/unique needs.

Deliverables

1. UB System demonstration
 2. Current State Questionnaire.
 3. City's Requirements documentation.
 4. Analysis and Solution Design documentation
 5. Discovery Phase project plan
- Consultant will provide PCI subject matter consulting as requested by the City, to assist and provide appropriate responses for the PCI SAQ applicable to the scope of the CDE.
- Consultant will provide a block of advisory hours to provide security advisory services on an as-needed basis. Consultant shall not bill these hours unless invited by City staff.

3. Assessment Activities

As an authorized qualified security assessor (QSA), Consultant will conduct a full review of the level of detail required in PCI Security Standards Council's SAQ Reporting Instructions to ensure

PART 2: PAYMENT CARD INDUSTRY (PCI) DATA SECURITY STANDARDS GAP ASSESSMENT AND ADVISORY SERVICES

1. Objectives

The goal of this engagement is to provide PCI and cybersecurity advisory services, as well as to perform an assessment of the City's payment card environment, identify issues precluding compliance with the Standard, and assist the City with the completion of necessary validation documentation required for an entity classified as a Merchant.

2. Description of Work and Scope

This section provides a description of services, scope of activity, and support requirements associated with the services.

- Consultant will work as the City's security advisor to help identify any security and compliance concerns with solution offerings and payment workflows.
- Since City has already made some progress on its PCI compliance journey, Consultant will review the Apptega portal for useful artifacts.
- Consultant will collaborate with the City to gain a clear understanding of its business model to determine the organization's critical assets as they pertain to payment card information and processes. This will include:
 - Review of business processes and payment acceptance channels (including determining merchant IDs, merchant levels, and applicable PCI self-assessment questionnaires (SAQs))
 - Assist in identifying opportunities to transfer PCI risk (if reasonable)
 - Review of payment data flows
 - Review of documentation, including policies, standards, and dataflow diagrams as applicable
 - Review of critical technologies and platforms supporting the cardholder data environment ("CDE")
 - Review of people, roles, and access controls accessing the CDE
 - Review of third parties and service providers impacting City's cardholder data environment
 - Review of security monitoring operations
- Consultant will provide feedback pertaining to strategies, architecture, and systems from both a PCI qualified security assessor (QSA) perspective as well as from a security industry standard practices perspective.
- Consultant will provide PCI subject matter consulting as requested by the City to assist and provide appropriate responses for the PCI SAQ applicable to the scope of the CDE.
- Consultant will provide a block of advisory hours to provide security advisory services on an as-needed basis. Consultant shall not bill these hours unless initiated by City staff in writing.

3. Assessment Activities

As an authorized qualified security assessor (QSA), Consultant will conduct a full review of the level of detail required in PCI Security Standards Council's SAQ Reporting Instructions to assess

and report on the City's compliance with the PCI Standard. Applicable control areas of the PCI Standard will be covered, and a SAQ in the required format will be developed and delivered at the conclusion of the engagement.

Assessment activities will include a combination of high-level technical reviews and observations, interviews with key stakeholders, and review of supporting documentation to identify potential areas of non-compliance with the Data Security Standard.

4. Coordination, Planning and Project Meetings

Consultant shall hold a project initiation meeting (kick-off meeting) and shall address the following topics:

- Introduce key people.
- Exchange contact information (for regular reporting and emergencies)
- Review scope of services
- Review communication, notification, and issue escalation procedures and escalation points of contact
- Discuss the involvement of City's technical staff in the project for the purpose of knowledge transfer and security.

For the duration of the engagement, Consultant will conduct status meetings. The frequency of the status meetings will be weekly.

5. Anticipated Schedule

This assessment is anticipated to last four weeks.

6. Deliverables

Consultant will assist the City with the determination of validation type and will assist with the completion of compliance activities and appropriate validation documentation. This includes:

- Self-Assessment Questionnaire(s) for Merchants (validation type and levels TBD)
- Remediation roadmap
- PCI scoping documentation
- Attestation(s) of Compliance
- Assisting the City with determining scope and requirements for approved scanning vendors (ASV) scans and other technical requirements (please note, performing ASV scanning is not included within the scope of this assessment).

Additionally, Consultant will provide a block of hours for advisory services on an as-needed basis to assist the City with questions related to cybersecurity, PCI compliance, scope reduction, and related security controls. Key findings will be provided verbally, via email, via a finding's matrix, or as a management memo as appropriate.

Any application code, documentation, and/or presentations developed under this SOW will be in English.

PART 3: ACTIVE DIRECTORY SECURITY REVIEW SERVICES

The following exercises will be conducted as part of the City's delivery of an Active Directory (AD) security review offering:

1. Review of current AD domain security structure for elevated permissions
2. Review of current Azure AD domain(s) structure, synchronization, SSO, Conditional Access Policies, and privileged identity management.
3. Review and document native elevated groups to determine how these groups are used by City Organization
4. Review and document City Organization specific elevated groups to determine how these groups are used by City Organization
5. Review and document OU structure with a security viewpoint.
6. Review and document Group Policy security
7. Review and document how City Organization IT user account verification and password changes for users
8. Interview City Organization personnel as required.
9. Collaborate throughout all phases of the engagement (Planning and Preparation/Kickoff; Reconnaissance; Identity Requirements; Record Current Configuration; Expert Review; Recommendations; Reporting; and City Support) with the City's assigned technical resources to the engagement toward a seamless project experience.

The scope of services will encompass a full health check and security analysis of 4 Active Directory Domain Services (AD DS) forests.

Deliverables

At a high level, Consultant will provide City with the following set of key deliverables:

1. Review available City documentation.
2. Interview key stakeholders.
3. Document City's system, environment, and processes at a highly detailed level.
4. Provide recommendations to improve cyber resilience of City's hybridized AD environment.
5. Prepare report incorporating findings and recommendations. The report will include the following sections:
 - a. Executive Summary: a high-level summary outlining the findings as well as respective risks to the organization, and recommended safeguards or remediation activities in a format suitable for an executive team.
 - b. Methodology: a brief overview of our Active Directory Security Review methodology and how it was used in the context of this assessment.
 - c. Findings and Recommendations Summary: a table summarizing our recommendations with an associated level of risk.
 - d. Detailed Findings and Recommendations: Recommendations for the reviewed systems, matching the City's needs and mapping to IT-specific roles; recommendations that cover the long-term usage of service accounts for specific applications and services; and final suggestions based upon any undefined findings.
 - e. Appendix: The appendix may contain a list of inactive user accounts, a list of users in domain admins group, a list of nested groups, screenshots, list of staff interviews, or any additional information based on Consultant's discovery findings.

6. Create a statement of work for remediation activities based on recommendations.
7. Present findings to the City Organization along with the high-level implementation recommendations.

Work Plan

Below is the evaluated list of all the critical and non-critical modules that will be implemented. The goal of the success of the implementation will be to successfully roll out the critical modules as listed below.

#	Phase	Activities	Milestones
1	Planning and Preparation	City kick-off meeting	Assessment Plan and Schedule
2	Reconnaissance	Review documentation on system process and security objectives and controls required by the City.	- Interim report on critical process or control issues, as required. - Update findings report
3	Identify Requirements	Interview key stakeholders. Detailed documentation of system, environment, and processes	Update findings report
4	Review	Thorough review of the AD security environment findings Compare configurations to industry best practice and identified security requirements.	Update findings report
5	Recommendations	From the review, document recommendations for change	Draft list of recommendations for change
6	Report	A final report is compiled with all findings and recommendations	Distribute the final report.

PART 2A: PCI IMPLEMENTATION

Implement the recommendations and best practices to ensure the City will become compliant with PCI standards

List of deliverables/areas to apply recommendations:

- Enhance firewall (FW) configurations and make sure that FW standards are well documented. Also perform FW ruleset reviews every 6 months.
- Enhance security to Wireless Access Points and document build standard
- Review data encryption and minimization policies and document build standard
- Review and enhance secure systems and application policies
- Data access policy
- Enhance monitoring
- Enhance Information Security Policy to ensure that it addresses PCI requirements and that all employees/contractors read/acknowledge it
- Develop Awareness training
- Develop Incident response plan and also perform tabletop test on at least an annual basis
- Quarterly vulnerability scans (internal and external)
- Annual penetration tests (network, segmentation, application), also after any significant changes
- Anti-malware – make sure there is a standard that is documented with regular signature updates
- Physical security / cameras / etc. where needed

PART 3A: ACTIVE DIRECTORY (AD) IMPLEMENTATION

Implement recommendations to enhance the security posture of Oxnard's AD.

List of deliverables/areas to apply recommendations:

- Upgrade Legacy Systems: Recommend upgrading any outdated Active Directory domain controllers and related infrastructure to ensure compatibility with the latest security protocols and features.
- Consolidate Domains and Forests
- Implement Multi-Factor Authentication (MFA)
- Least Privilege Access Model
- Regularly Update and Patch standards – at least every month
- Enhanced Monitoring Tools to identify potential security breaches quicker
- Audit Policy Configuration
- Optimize Group Policy Objects (GPOs)
- Review and Clean-Up GPOs
- Implement Group Policy Best Practices and Develop new standards
- Disaster Recovery Planning
- Develop a Comprehensive Disaster Recovery Plan
- Implement Role-Based Access Control (RBAC)
- Define and Document Roles and Responsibilities
- User and Group Management Best Practices and standards
- Regularly Review and Update User Accounts
- Implement a Standardized Naming Convention
- Education and Training program - yearly
- Security Awareness Training – should be at least monthly....
- Technical Training for IT Staff standards

PART 4: TYLER PAYMENTS - CORE, EPL, UB

The goal of this implementation is to work with City stakeholders to analyze and implement the existing payment flows for Core Financials (General Billing and Misc), EPL and UB that are covered under Tyler Payments and how they will be migrated to this new technology/ platform. Tyler Payments implementation will be implemented in 3 phases during the ERP program timeline.

Deliverables:

- Discovery - Conduct a thorough analysis the needs and requirements to implement Tyler payment
- Integration – integrate solutions into Munis
- Implementation – Develop a plan to implement the solution for the City, including integrations
- User training – Develop and deliver a training program to ensure staff can use Tyler Payments

PART 5: BUSINESS LICENSING (BL) IMPLEMENTATION

Business Licensing implementation: implement Business Licensing and integrate it with EPL to automate the various aspects of licensing.

Deliverables:

- Discovery/Assessment– refresh needs and requirements to confirm existing documented requirements will work as expected
- Implementation planning – develop a detailed project plan, identifying all stakeholders, resources, timelines, and specific goals for the payments, billing, and licensing system implementation.
- Implementation and data migration – Work in partnership with Oxnard and appropriate vendors to complete training, system configuration, data migration and user acceptance testing
- User training: Providing comprehensive training to all end-users is crucial for a successful implementation. This includes training on new processes and how to use the software effectively.
- Migration implementation – develop a strategy that best balances cost and function to deliver against the discovery requirements and develop a plan to incorporate the migration into EPL, EAM and UB projects.

PART 6: MICROSOFT 365 ASSESSMENT

The goal of this assessment is to understand the City's current state of the Google Suite Platform and also to provide solution recommendations. The following tasks and deliverables are identified as a part of this Assessment.

Microsoft 365 (Analysis / Assessment)

- Current State Analysis (Discovery)
- G Suite Infrastructure Assessment

- Domain change Assessment
- Gsites Assessment
- Gdrive Assessment
- Licensing Pricing and structure assessment with MS
- Changes to End point Assessment
- Assessment on the SSO integrations
- Privacy and security Assessment
- MS Office Assessment
- Equipment assessment

Solutioning

- Migration plans
- Roll out Approach (Pilot-?)
- AD Migration approach
- License Structures plan
- Domain change approach
- SSO Strategy for migration

PART 7: MICROSOFT 365 IMPLEMENTATION

The goal of this Implementation is to implement the findings from the assessment and also migrate the City from Google platform to Microsoft platform. The following tasks and deliverables are identified as a part of this Implementation

Pre Implementation

- Implementation Plan
- Training plan / Strategy
- Standing up the Infrastructure
- Setting up the security policies

- Application security
- Platform Security
- Infrastructure Security
- Physical Security
- Cyber Security
- Custom Script Development

During Implementation

- Migration Activities (emails, Sites, Drives, Apps etc.)
- Fine tuning Infra and security policies
- Training / OCM

Post Implementation

- Post Migration Clean up

PART 8: DATA MIGRATION DISCOVERY AND STRATEGY

Identify and document requirements to help identify the best data migration option for EPL, EAM and UB

Deliverables:

- Discovery/Assessment– identify and document day to day use cases, retention requirements, legal requirements for EPL, EAM and UB
- Migration strategy & Planning – develop a strategy that best balances cost and function to deliver against the discovery requirements & develop a plan to incorporate the migration into EPL, EAM and UB projects.
- Migration Implementation – support the City to implement the recommended strategy

RATES AND COSTS AS OF APRIL 1, 2024, EXHIBIT

Consultant shall provide one invoice every two weeks per phase with all labor and materials supported with approved timecards. Consultant shall track time at lowest of 1/4 hour increments.

Project Management

Snr Project Manager Andy Bhatnagar:	\$175.00 per hour
Project Manager - Core Financials, HCM	\$125.00 per hour
Project Manager - EPL, EAM, Time and Attendance	\$160.00 per hour

IT On-Call Support

Reports Developer	\$150.00 per hour
Business Systems Analyst - HCM	\$150.00 per hour
Senior Business Systems Analyst - Core Fin	\$165.00 per hour
Systems Administrator	\$125.00 per hour

Training and Development/OCM

Project Manager	\$160.00 per hour
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Cybersecurity and PCI advisory services

Fixed price portion	\$20,000
Cybersecurity and PCI advisory services	\$300.00 per hour

Active Directory Security Review Services

Infrastructure Security Architect	\$225.00 per hour
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Reasonable travel expenses will be reimbursed not to exceed \$4,000 per trip, per person, and subject to per approval by City Project Manager(s). All expenses shall be supported with receipts and airline tickets shall be reimbursed at economy class only, and car and hotels shall be reimbursed at reasonable local rates as supported by appropriate receipts.

As of December 31, 2023, \$3,369,928 has been consumed contract value. The projected contract expenditures per module going forward (which can be moved from module to module with written approval by both parties) is as written below:

	Spent as of 12/31/23
Core Financials	\$621,977
HCM, Time&Att	\$831,258
EPL, EAM, UB	\$482,214
IT Support	\$1,240,890
Training/OCM	\$193,589
Total	\$3,369,928

In any case, the total amount spent shall not exceed the contractual total of \$10,020,000.

1/1/24 thru 12/31/25

Total Contract Value

Core Financials	\$-	\$621,977
HCM Time and Att	\$453,750	\$1,272,108
EPL, EAM, UB	\$1,605,075	\$2,030,644
IT Support	\$3,183,900	\$4,299,670
Training / OCM	\$65,250	\$258,839
Additional Scope Items	\$1,601,600	\$1,535,220
Total	\$6,909,575	\$10,018,458

Below is the forecast by the scope areas referenced above.

	Spent at 12/31/23	Remainder of FY24	FY25	Thru Dec 31, 2025	Total Contract
PM Services	1,935,448.71	667,925.00	1,067,900.00	323,000.00	3,994,273.71
Misc	37,142.01	7,650.00	-	-	44,792.01
OCM	156,447.42	57,600.00	-	-	214,047.42
IT impl	1,071,624.75	614,000.00	1,121,900.00	423,000.00	3,230,524.75
<u>BSA</u>					
FIN	100,504.75				100,504.75
HCM	374,351.00	162,000.00	-	-	536,351.00
EPL	-	160,000.00	332,800.00	25,600.00	518,400.00
EAM	-	-	249,600.00	166,400.00	416,000.00
UB	-	-	-	-	-
<u>Reports Developer</u>					
FIN	198,228.00				198,228.00
HCM	156,723.00	67,500.00	-	-	224,223.00
EPL	-	108,000.00	195,000.00	12,000.00	315,000.00
EAM	-	-	117,000.00	144,000.00	261,000.00
UB	-	-	-	-	-
<u>Sys Admin</u>					
FIN	187,940.50				187,940.50
HCM	53,877.50	54,000.00	-	-	107,877.50
EPL	-	62,500.00	130,000.00	10,000.00	202,500.00
EAM	-	-	97,500.00	65,000.00	162,500.00
UB	-	-	-	-	-
Prod Support	169,264.75	67,500.00	520,000.00	437,500.00	1,194,264.75
Other Scope Items	-	274,000.00	749,600.00	578,000.00	1,601,600.00
SubTotal	3,369,927.64	1,688,675.00	3,459,400.00	1,761,500.00	10,279,502.64
less 5% discount			(172,970.00)	(88,075.00)	(261,045.00)
TOTAL CONTRACT	3,369,927.64	1,688,675.00	3,286,430.00	1,673,425.00	10,018,457.64

ERP Annual Report and Seventh Amendment to Agreement with Kreative Core Technologies

Mark Sewell, Assistant Chief Financial Officer
Finance Department

City Council
April 16, 2024

That the City Council:

1. Approve and authorize the Mayor to execute a Seventh Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$5,300,000 for a new not to exceed contract amount of \$10,020,000, and to extend the term for a year to December 31, 2025, for project management services related to the discovery, documentation, implementation, stabilization and ongoing IT support for all phases of the City's multi-year enterprise resource planning (ERP) implementation, as well as some additional IT non-ERP projects;
2. Approve \$200,000 of new Transfer Out Appropriations in the General Fund (101) and corresponding Transfer In Revenues in the Capital Outlay Fund (301) in regard to additional ERP related costs anticipated in Fiscal Year 2023-24; and
3. Receive and file the ERP system annual report

WHAT IS ERP? (ENTERPRISE RESOURCE PLANNING)

There are separate technology systems that provide foundational framework for nearly all City functions including:

1. Financial Management
2. HR, Timekeeping & Payroll
3. Community Development
4. Assets Maintenance
5. Utility Billing

The ERP integrates these functions so they “speak to each other”

- Project has expensed \$10.6 million as of 12/31/2023, \$3.7 million more than the initial bond proceeds received in 2019 of \$6.9 million
- Staff anticipates project will consume a further \$1.9 million by the end of FY 2023-24 for a General Fund total of \$5.6 million by 6/30/2024
- Current estimates of cost to implement entire ERP project are \$20.2 million, an increase of \$5.3 million from original estimates 5 years ago, because:
 - Project is more complex and taking longer; there are lots of gaps and clean-ups along the way, both in technology and in the implementing departments, due to serious tech debt and budget cuts in the past
 - Since the project is taking longer in time, software as a service (SaaS) fees are paid for by the project for a longer time rather than moved quickly to the IT Department
 - Our IT Department has needed a lot of support -- both in implementation and later in maintenance -- by consultants

Phase/Module	Description	Status
Core Financials	Capital assets, General Ledger, purchasing, etc.	Went live on 10/1/2022; just audited; Budgeting Software in use for current budget
Human Capital Management (HCM)	HR and payroll processes, integrate all City employee data in one system	In progress: we are configuring, testing, and expecting to go live in the next month or two (PD and Fire may add on advanced scheduling this summer, which isn't technically ERP)
Enterprise Planning & Licensing (EPL)	Planning, Permitting, Licensing	Discovery complete; implementation commenced
Enterprise Asset Management (EAM)	Public Works	Discovery complete; will begin implementation this calendar year (2024)
Utility Billing (UB)	Utility Billing	Discovery is anticipated to be completed in Summer 2024

That the City Council:

1. Approve and authorize the Mayor to execute a Seventh Amendment to the Professional Services Agreement with Kreative Core Technologies Corp (9431-21-FN) in the amount of \$5,300,000 for a new not to exceed contract amount of \$10,020,000, and to extend the term for a year to December 31, 2025, for project management services related to the discovery, documentation, implementation, stabilization and ongoing IT support for all phases of the City's multi-year enterprise resource planning (ERP) implementation, as well as some additional IT non-ERP projects;
2. Approve \$200,000 of new Transfer Out Appropriations in the General Fund (101) and corresponding Transfer In Revenues in the Capital Outlay Fund (301) in regard to additional ERP related costs anticipated in Fiscal Year 2023-24; and
3. Receive and file the ERP system annual report



End of Presentation